

# 西安欧亚学院外籍教师管理办法

## 第一章 总则

**第一条** 为选聘高水平外籍专家承担教学工作任务，规范学校外教师的聘请及管理工作，根据《外国文教专家经费管理暂行办法》（外专发〔2016〕85号），特制定本规定。

**第二条** 本规定适用于各聘请外籍教师担任教学工作的分院和部门。国际合作交流中心是我校外籍教师聘请及管理的归口管理部门，负责外国专家的日常管理和相关手续的办理工作。

**第三条** 外籍教师是指在境外高校、研究机构、企业等单位工作，来我校担任语言教学、专业课程教学等工作的外籍人士。须满足以下条件：遵守中国法律法规、道德规范和我校各项规章制度，尊重中国人民的风俗习惯，对华友好，身体健康，业务素质高，愿意与我校合作并符合我校日常教学工作的实际需求。

**第四条** 国际交流与合作中心是我校外籍教师管理制度的制定和监督实施部门，负责外籍教师使用的审批和管理。

**第五条** 外籍教师管理坚持依法规范、服务高效的原则。

## 第二章 工作程序与具体规范

### 第一节 外籍教师聘用的原则和条件

**第六条** 外籍教师按照聘用协议规定的工作时间期限分为长期工作的外籍教师（一般工作时间期限在半年及以上）和短期工作的外籍教师（一般工作时间期限在半年以内）。

**第七条** 聘请来校讲学、进行合作研究的外籍教师，应尽可能以高层次人才为主，有利于我校学习国外先进技术和理念，推动发展新兴学科，促进重点科研项目发展，培养合格的应用型人才。

**第八条** 聘请来校工作的外国专家应符合国家外国专家局相关要求，年龄在 18 周岁以上，60 周岁以下，身体健康，无犯罪记录，具有从事其工作所必须的专业技能或相适应的知识水平。

**第九条** 聘请的各类外籍教师应具有大学学士及以上学历水平，并具有两年以上教学工作经验。

**第十条** 根据国家规定长期工作的专业类外籍教师应具有副教授以上职称，五年以上教学工作经验。

## 第二节 外籍教师聘请流程

**第十一条** 国际合作与交流中心在每学期期末前将用工需求单发放至各分院，有使用外教需求的教学单位须结合本部门实际需求填写需求单并报送校级领导审批。

**第十二条** 各教学单位需将校级领导签署的申请单提交国际合作与交流中心，由国际合作与交流中心负责组织招聘。

**第十三条** 国际合作与交流中心自接到审批报告之日起三个月内完成招聘工作。学校成立外籍教师聘用小组负责外籍教师甄选和任职资格能力测评，小组成员一般由国际合作与交流中心、用人单位以及相应教师组成。

**第十四条** 经外籍教师聘用小组甄选合格的外籍教师，将与我校签订正式的聘用合同。

**第十五条** 外籍教师及随行家属须按照国家规定办理《外国人工作许可通知》以及相关签证。抵华后，外籍教师及随行家属须按照相关规定办理临时住宿登记、《外国人工作许可证》、居留许可、临时住宿更新等手续。相关证件在外籍教师完成工作任务回国前，交还国际合作与交流中心，国际合作交流中心上交陕西省外国专家局等相关部门注销。

**第十六条** 国际合作与交流中心负责协助外籍教师办理相关来华工作手续，各聘用单位负责提供所需材料。

### 第三节 外籍教师业务管理

**第十七条** 国际合作与交流中心为外籍教师聘任和管理的牵头部门，各教学单位为外籍教师日常教学工作管理的主体部门，外籍教师的教学事务由各教学单位管理。

**第十八条** 外籍教师的业务管理由教学单位指定专人负责，在业务上积极为外籍教师寻找合作教师，努力为外籍教师在教学、科研、活动组织等方面提供帮助，并确保对外籍教师做到“要求明确、管理有效、信息畅通、服务到位”。

**第十九条** 教学单位负责为外籍教师制定工作任务，作为国际合作与交流中心与外籍教师签订的合同附件一并保存。工作细则中需明确：一年期外籍教师每学年需工作周数，每周课时安排，工作内容、课外活动、学术讲座及参加教学单位的工作讨论和经验交流等具体工作内容。

**第二十条** 外籍教师进校后，聘用单位应及时向外籍教师介绍我国的教育方针、政策、教学科研制度、学校的人才培养目标、教学科

研组织以及相关教学科研管理规定，如上下课时间规定、请假规定、教学科研评估检查要求等。

**第二十一条** 外籍教师上岗前，教学单位应向其介绍本单位情况并明确具体业务要求；外籍教师到岗后，教学单位要与其加强沟通，定期组织工作交流。

（一）向外籍教师说明本单位的人员组成、专业设置、科研工作、业务要求等情况；

（二）及时通知外籍教师校历安排、法定假日调休、课时安排、教室分布等教学相关信息；

（三）邀请和要求外籍教师参加教学教研活动，听取他们的意见和建议；

（四）鼓励外籍教师与本单位教师、学生正常友好交往，积极帮助他们解决工作中出现的问题。

**第二十二条** 教学单位应以开放式引导和规范化管理相结合，对外籍教师进行教学管理。

（一）于每学期开学前向外籍教师介绍所教授课专业的培养方案、课程体系，明确所开设课程的主要内容、教学目标、授课对象，提供教学大纲和计划范本、必要的参考教材和教学用品。

（二）有效地组织外籍教师与合作教师的教学合作，确保外籍教师的教学有效地融入教学单位的教学体系，同时使合作教师的业务水平得到提高。

（三）鼓励外籍教师自主编制新教材和拟定教学大纲、教学计划，但需在开课前要求外籍教师进行提交，经审定同意后方可使用。

（四）做好外籍教师相关教学资料的收集、归档和利用，在充分吸收外籍教师优质的教学经验、教学内容、教学方法的基础上，培育新课程或精品课程。

#### 第四节 外籍教师日常管理

**第二十三条** 聘用单位应与国际合作与交流中心协同合作，共同做好外籍教师的生活管理工作。

**第二十四条** 外籍教师的薪酬待遇以聘任合同中双方协商而定的内容为准，实行合同工资制，具体工作任务以业务合同规定的内容为准。国际合作与交流中心于每月底向各教学单位统计外籍教师课时并申请发放工资，每月 15 日前向外籍教师发放上月工资。

**第二十五条** 鼓励符合聘任要求的外籍教师长期任教，根据其年度各项工作测评情况，适当提高外籍教师续聘期限内的合同工资。

**第二十六条** 外籍教师从事教学活动，其额定工作量及计酬标准按照协议规定执行；外籍教师参与其他教学工作，可视具体情况适当给与一定酬劳。如外籍教师自愿承担超出合同所规定的工作量，每项工作的补贴标准和发放方式按照合同制定超时工资执行。

**第二十七条** 薪金自到职之日起至合同期满之日止，按九或十个月发放（具体内容以合同为准）。

**第二十八条** 外籍教师应依照《中华人民共和国个人所得税法》的规定交纳个人所得税，缴纳方式为按相关规定由学校代扣。

**第二十九条** 外籍教师应严格遵守学院的有关规章制度，原则上不得随意调停课，凡因事或因病不能工作者，应事先向各教学单位及分院教提交书面请假申请，经同意后办理相关调停课及请假程序。

**第三十条** 外籍教师在我校从事教学活动，须按照学校的要求组织教学；基于激发学生学习兴趣、活跃课堂气氛、增强课堂教学效果，可允许外籍教师采取灵活多样的教学组织模式开展教学活动。

**第三十一条** 外籍教师授课效果评价纳入学校教学质量评价体系，评价内容包括学生评价、教师听课评价和管理人员评价；评价结果作为外籍教师聘用的重要依据之一。

**第三十二条** 外籍教师可自愿参加学校组织的教学、科研、文娱、体育等各类活动。

**第三十三条** 尊重外籍教师的宗教信仰权，但不允许其在教学中进行传教或宣传宗教的活动。

**第三十四条** 外籍教师不得违反教育部《高校教师师德禁行行为“红七条”》（教师〔2014〕10号）、《严禁教师违规收受学生及家长礼品礼金等行为的规定》（教监〔2014〕4号）及学校有关师德师风学风要求。如有违反者，一经查实，给予解聘处理。

**第三十五条** 在教学中，如遇有政治观点的分歧，应区别不同情况和性质，妥善处理。一般可正面阐明观点，予以解决。

**第三十六条** 外籍教师入职后，学校外籍教师专员应协助其办理校园一卡通，熟悉校园周边生活设施。

### **第五节 外籍教师安全管理**

**第三十七条** 外籍教师必须遵守中国的法律、法规；尊重中国人民的文化习俗、生活习惯及宗教信仰。

**第三十八条** 外籍教师在到达我校 24 小时内，须到当地派出所办理临时住宿登记。入境 30 日内由国际合作与交流中心为外籍教师办理外国人来华工作许可证及居留许可手续。

**第三十九条** 外籍教师管理专员应帮助外籍教师熟悉工作和生活环境，了解学院的规章制度，讲解必要的安全常识和安全防范措施。

**第四十条** 外籍教师合同期内在外居住的，学校依照协议发放住宿补贴和取暖补贴，其安全责任由外籍教师本人负责。外籍教师节假日自行安排的游览活动，一切费用自理，外籍教师持有效的签证或居留许可，可以前往中国政府规定的对外国人开放的地区旅行；如前往不对外国人开放的地区旅行的，必须向当地公安机关申请旅行证件。外籍教师外出旅行时，须将其旅行安排和旅行线路告知国际合作与交流中心，遇到意外情况，须及时通知国际合作与交流中心。

**第四十一条** 学校或教学单位安排外籍教师参加社交或者社会公益活动，须由专人陪同。

**第四十二条** 外籍教师从事违法活动的，将按照中华人民共和国法律法规进行处理。

**第四十三条** 外籍教师违反学校相关制度的，将按学校规定进行处理；造成经济损失的，由本人负责赔偿。对学校声誉造成不良影响的，学校给予批评教育；情节严重者，学校有权提前解除聘用合同。

**第四十四条** 外籍教师在我校从事教学活动，其行为影响教学活动有序开展，并对教学产生不良影响的，将按照《西安欧亚学院教学和教学管理事故认定及处理规定》进行处理。

### 第三章 附则

**第四十五条** 其他未尽事宜，按照上级有关文件执行。

**第四十六条** 涉及为外籍教师办理出入境、证件、居留等方面的服务工作实施细则另行制订。

**第四十七条** 本办法由国际合作与交流中心负责解释和修订。

**第四十八条** 本办法自公布之日起执行。



# 西安欧亚学院分院外教需求申报表

(国际合作与交流中心编制)

课程信息			
课程名称		每周课时	
学分		班级及学生人数	
课程介绍			
外教信息			
国家或区域偏好		所需人数	
专业要求		学历要求	
备注 (如有):			
分院信息			
用人分院		申报时间	
分院联系人		联系人电话	
<b>院长签字 盖章</b>			

合同编号：

西安欧亚学院

外籍工作人员聘用合同书

甲方 西安欧亚学院

乙方 \_\_\_\_\_

部门 \_\_\_\_\_

本合同由欧亚学院制定和印刷

## 2016 年修订版

甲方 西安欧亚学院 (以下简称“甲方”)

法定代表人 胡建波

注册地址 陕西省西安市电子城欧亚路 1 号 邮编 710065

乙方 \_\_\_\_\_ (以下简称“乙方”)

国籍 \_\_\_\_\_ 性别 \_\_\_\_\_

护照号码 \_\_\_\_\_

出生日期 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

在华通讯地址：西安市雁塔区电子城欧亚路一号西安欧亚学院外教楼

邮政编码：710065

原住地通讯地址：

邮政编码： 电子邮箱：

电话： 传真：

在甲方工作起始时间 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日至 \_\_\_\_\_ 年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

根据中华人民共和国法律、法规，双方在平等、自愿、协商一致的基础上签订本聘用合同。

甲、乙双方的权利和义务由本合同中约定，双方确认已经充分理解，并且将完全履行合同的任何条款。除非乙方在订立合同当时明确表示保留或者取消，否则乙方放弃任何针对本合同条款的抗辩权。

本合同签订后 60 日内乙方还未取得《外国专家来华工作许可证》  
则本合同无效。

## 一、合同期限

### 第一条

1.1 本合同期限自 \_\_\_\_年\_\_月\_\_日起, 至\_\_年\_\_月\_\_日止。

1.2 本合同规定乙方的试用期为 2 个月, 自\_\_年\_\_月\_\_日至\_\_年\_\_月\_\_日止。

1.3 甲方可根据乙方的实际适应能力和表现决定是否缩短试用期。乙方在试用期内提前三日通知甲方, 可以解除劳动合同; 甲方在试用期内有条件证明乙方不符合录用条件的, 提前三日通知乙方, 可以解除劳动合同。

1.4 试用期内乙方有不符甲方录用标准的行为, 由于乙方故意隐瞒原因使甲方在试用期满后才得以知晓的, 甲方有权按照试用期内解除本合同的规定解除与乙方的聘用合同, 甲方不需向乙方支付经济补偿金。

## 二、工作岗位及工作岗位的调整

### 第二条 工作岗位

2.1 甲方根据工作需要及乙方的岗位意向, 聘用乙方担任英语教师岗位工作。

2.2 乙方应当完成的工作量以及应当达到的质量标准为:

2.2. 1 乙方每周最大教学工作量是 15 课时。最小课时量为 4 课

时，每课时 45 分钟。

2.2.2 乙方每学期应至少做 1 次讲座，一年不少于两次。讲座的具体内容及要求时间需与用人分院具体协商决定。

2.2.3 乙方每月参加一次专业第二课堂活动。

2.2.4 乙方应每周至少参加一次课外英语活动，2 小时。

2.2.5 乙方应在教学事务及相关工作中配合甲方。

2.2.6 此外，陕西省地方政府教育部门会组织一些常规活动，例如外国人运动会，陕西省优秀外国专家选拔（外籍教师）等等。另外，甲方也会举行一些活动，例如年度大学生 4 月春季运动会，周年纪念典礼等等。乙方将被邀请。

2.3 乙方应按时、按质、按量完成甲方交付的工作任务，并且以约定的方式履行合同义务。

2.4 本合同履行期间，乙方未征得甲方书面同意前，不能直接或间接地受聘于其他单位或个人。

### **第三条 工作岗位的调整**

3.1 甲方根据工作需要及乙方的工作能力和表现，可以调整乙方的工作岗位，乙方应服从。

3.2 当乙方对于甲方调整工作岗位（在乙方合同规定的性质和范围内）有异议时，可以向甲方提出异议或者辞职，但乙方异议的提出不影响甲方决定的执行，乙方应当办理岗位调动交接手续，并到新的岗位提供服务。

## **三、工时制度和 work 条件**

### **第四条 工时制度**

4.1 甲方实行与本单位工作性质相适应的,且符合国家和所在地相关劳动法律规定的工作和休息制度。

4.2 根据甲方工作需要和乙方的工作岗位要求,甲方安排乙方执行标准工时制度。

4.3 当乙方工作岗位发生变更时,乙方须服从工作的需要调整工作时间。

### **第五条 延长工作时间**

5.1 甲方根据工作需要,可以依法安排乙方加班。

5.2 甲方安排乙方加班或者批准乙方加班的,应当按照国家及西安市规定以及甲方规章制度支付加班工资,加班工资由所在部门于下月支付。

5.3 甲方根据分院的具体教学要求与任务,制定乙方工作任务及职责(见附件)。

**第六条** 甲方为乙方提供必要的工作条件和工作工具,制定操作规程、工作范围和工作安全卫生制度。

**第七条** 乙方应当遵守中国的法律、法规、规章及甲方制订的各项制度。

## **四、工作报酬及纳税**

### **第八条 工资**

8.1 甲方按国家规定并结合学院实际情况确定乙方应得的工资报酬。乙方的月工资为\_\_\_\_元人民币(税前)。乙方试用期月工资为\_\_\_\_元人民币(税前,不低于正式合同期工资的80%)。乙方

寒暑假期间不发放工资。

8.2 乙方病假工资按照中国相关法律规定发放（详见 17.1）。

8.3 乙方经过批准的加班加点，加班加点期间的工资以本合同第 8.1 条约定的乙方工资为基数计算并执行。

8.4 由于乙方违反甲方规章制度损坏甲方财产，或者违反聘用纪律和制度受到经济处罚，或者违反本合同应当支付违约金、赔偿金的，甲方有权从乙方的工资中予以扣除。

### **第九条 工资支付**

9.1 甲方于当月末或下月初以货币形式支付当月的工资（加班工资按 9.3 执行）。工资按月发放，工作不足整月的按日计发，日薪为月薪的 1/21.75。

9.2 如果甲方因为不可控原因或者其他重大事件造成不能按时支付乙方工资的，甲方应提前 3 天通知乙方，经通知乙方后最长可以延期三十日支付。

9.3 乙方经过甲方安排或者批准加班加点、甲方应当支付加班工资的，按照工资支付周期于下个周期发放；甲方另有规定，按照规定执行。

### **第十条 个人所得税**

10.1 申报和缴纳个人所得税是乙方的义务，甲方按国家有关规定在乙方的工资或其他报酬内代扣代缴。

10.2 除非甲、乙双方另有约定，乙方依据本合同取得的工资和其他报酬均为税前所得。

## **五、福利待遇**

## **第十一条 到职后健康体检及在华居留许可办理费用**

11.1 甲方报销乙方到职后在西安市出入境检验检疫中心所做的健康体检费，不含体检报告的快递费。

11.2 甲方为乙方报销在华居留许可办理费用。

## **第十二条 医疗保险**

本合同生效后，甲方一次性发给乙方各类保险费、医疗补贴费共 1000 元人民币；乙方必须自行购买各类保险并书面声明乙方将对因包括医疗在内的各种意外所造成的一切费用与损失自行负责，甲方将不承担任何责任。保险费、医疗补贴费共 1000 元将在正式合同签订后 60 日内支付给乙方，甲方将监督乙方购买保险。如果因为乙方的原因提前终止合同，乙方需全额退还 1000 元。

## **第十三条 赴任和离任的交通费用补贴**

甲方在离合同届满一个月内在为服务满一年的乙方提供自其居住国家所在城市至工作地的往返机票补贴。

- 若机票金额不足人民币 8000 元，甲方按照实际金额报销乙方费用；
- 若机票大于或等于 8000 元，甲方按照人民币 8000 元的标准报销一方费用，超额部分由乙方自行承担。

## **第十四条**

乙方在试用期未能完成其工作任务则视为考核未通过，或双方在试用期内解除劳动合同，则甲方不为乙方提供任何交通费用补贴；乙方来华赴任时若由甲方购买的机票，乙方承诺合同解除后 15 日内将向甲方退还机票费用，退还方式与甲方协商确定。



## **第十五条 休假**

15.1 乙方享受中国公民法定带薪节日休假：元旦、春节、清明节、国际劳动节、端午节、国庆节、中秋节以及法律、法规规定的其他节假日。

15.2 乙方完成一年的合同之后，若双方同意续签合同，则从受聘的第二年起每年享受学校的一个月的带薪假期（限寒暑假期间）。

## **六、工作纪律和奖惩**

### **第十六条 工作纪律**

16.1 乙方应遵守国家的法律、法规。

16.2 乙方须每年的一月及七月底之前向甲方以书面形式汇报学期工作情况，并在工作范围内接受甲方所有的合理指示。

16.3 乙方应遵守甲方规定的各项规章制度和聘用纪律，自觉服从甲方的管理。甲方经过合法程序，在本合同签订之前及履行期间制定并通过的规章制度和聘用纪律，均为乙方应当遵守的范围。

16.4 乙方应当认真学习甲方的企业文化、爱岗敬业、遵守职业道德、努力钻研业务、不断进步；应当积极参加乙方组织的各种培训，提高职业技能。

### **第十七条 奖励和惩处**

17.1 甲方按有关乙方工作任务（见附件工作任务细则）规定，对乙方的工作实绩及贡献大小进行考评。

17.2 乙方如果违反甲方的规章制度、聘用纪律以及本合同的有关规定，甲方将进行批评教育、经济处罚，直至解除本合同，并不支付任何补偿费用。

## **第十八条 病假和事假**

18.1 乙方请病假，须凭国家正规二甲及以上医院的医生证明。医疗费用由乙方自行支付。乙方在一个合同年度内，累计病假不超过10天(工作日)，工资按照100%发放；超过15天至最长三个月的，病假期间工资按不低于西安市最低工资标准的80%发放；超过法定医疗期期限的(累计休病假超过三个月的，医疗期计算含其中的休息日、法定节假日)，若乙方不能从事原工作，也不能从事甲方另行安排的工作，则甲方有权解除合同并提前30日书面通知乙方或额外支付劳动者一个月工资。法律有其它特殊规定的，则遵循其它特殊规定。

18.2 乙方请事假须经甲方同意。一个合同年度内，病假及事假累计不得超过15天，超过15天则取消本年度机票补贴。连续事假不得超过3天。每超过1天，将扣发当日工资。

**日工资 = 月基本工资/22天**

## **第十九条 旷工、违纪处理**

19.1 乙方未经甲方同意而擅离职守，按旷工处理。旷工1天，将扣发3天的工资(日工资以月基本工资的三十分之一计算)。

19.2 有下列情况之一的，甲方有权解除合同，并追究乙方的违约责任：

19.2.1 连续旷工达7天的；

19.2.2 一个合同年度内，累计旷工达15天的；

19.2.3 严重违反规章制度，给甲方工作造成重大影响；

19.2.4 严重违反甲方劳动纪律和规章制度的其他行为。

19.3 乙方出现19.2约定情形，给甲方造成损失的，应承担赔

偿责任。

## **第二十条 保密**

20.1 乙方须遵守甲方有关保密的规章制度，服从甲方的保密管理，包括但不限于涉密文件的保存、传递、使用、销毁等。

20.2 乙方因工作接触到的凡注有内部资料、秘密、机密、绝密等字样的文件均属于涉密文件，乙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、公共场所、在公共场所谈论涉密文件的内容等。

20.3 乙方违反保密义务，除赔偿因此给甲方造成的损失外，应按照相关法律法规承担相应的法律责任。

20.4 乙方保密义务的期限不受本合同期限的限制，自乙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。

## **七、合同的变更、终止、解除**

### **第二十一条 聘用合同的变更**

21.1 本合同依法签订后，合同双方必须全面履行合同规定的义务，任何一方不得擅自变更合同。

21.2 甲、乙双方经协商一致，可以变更本合同；双方未达成一致意见的，本合同继续有效。

21.3 本合同履行过程中，由于国家和西安市新颁布的法律、法规、政策发生变化，使本合同的部分条款无法继续履行的，本合同应

当根据法律、法规、政策进行调整变更。

21.4 本合同履行过程中, 由于客观情况发生重大变化, 致使本合同无法继续履行的, 经双方协商一致, 可以变更本合同。

21.5 合同一方依据第 21.2 项及第 21.4 项的约定, 要求变更本合同的, 应将变更要求书面通知另一方, 另一方应在 15 日内 (含 15 日) 书面答复对方; 15 日内未答复的视为同意变更本合同。

## **第二十二条 聘用合同的终止**

22. 1 符合下列情形之一的, 聘用合同即自行终止:

22.1.1 聘用合同约定的期限届满, 双方没有续签聘用合同的。

22.1.2 乙方死亡或者被人民法院依法宣告死亡或者宣告失踪的。

22.1.3 甲方依法破产、解散、被吊销营业执照或者被责令关闭的。

22.1.4 法律、法规规定的聘用合同终止的其他情形。

22.2 本合同期限届满终止的, 甲方应当提前三十日书面通知乙方。

## **第二十三条 聘用合同的解除**

23.1 经甲、乙双方协商一致, 可以解除本合同。

23.2 乙方有下列情形之一的, 甲方有权解除聘用合同, 不支付任何解除合同的费用:

23.2.1 在试用期内被证明不符合条件的。

23.2.2 严重违反工作纪律或者甲方规章制度的。

23.2.3 严重失职、营私舞弊、对甲方利益造成重大损害的。

23.2.4 被依法追究刑事责任、行政拘留、司法拘留、强制戒毒的。

23.2.5 被证明有欺诈行为、隐瞒与本合同以及工作有关的重大事实的。

23.3 有下列情况之一的,甲方可以解除聘用合同,但应提前三十日以书面形式通知乙方:

23.3.1 乙方不能胜任工作,经培训或调整工作岗位,仍不能胜任工作的。

23.3.2 乙方有违约行为而未在 72 小时内补救的。若由于乙方的违约行为严重违反规章制度,给学院造成损失的,甲方无需在解除合合同时支付经济补偿金。

23.3.3 本合同订立时所依据的客观情况发生重大变化,致使本合同无法履行,经甲乙双方协商不能就变更聘用合同达成协议的。

23.3.4 本合同期限届满后,双方未续订聘用合同而形成事实聘用关系,双方就续订聘用合同期限及条件不能达成一致的。

23.4 乙方解除本合同的,应当提前三十日以书面形式通知甲方,试用期内乙方解除本合同的,应当提前三天通知甲方。经甲方批准后,乙方应当按照甲方规定办理离职交接手续并结清有关费用。

23.5 符合下列情形之一的,乙方可以随时以书面形式通知甲方解除本合同:

23.5.1 在试用期内提前三日以书面形式通知甲方;

23.5.2 甲方有欺诈行为导致乙方签订本合同的;

23.5.3 甲方未按照本合同约定支付乙方聘用报酬或者提供聘用条件的。

23.6 乙方未依照本合同 23.4 条解除本合同,给甲方造成经济损失的,应承担赔偿责任的。

23.7 乙方有下列情形之一的,甲方不能依据本合同 23.3 条解除或者终止本合同:

23.7.1 乙方在甲方单位工作期间患职业病或因工负伤、被确认丧失或部分丧失劳动能力的。

23.7.2 乙方患病或者非因工负伤、在法律规定医疗期内的。

23.7.3 女员工在孕期、产期、哺乳期的。

23.8 在本合同约定的解除劳动合同通知期内，甲方有权要求乙方继续工作，乙方应当按照本合同约定和甲方的要求完成甲方安排的工作。

23.9 在本合同约定的解除劳动合同通知期内，乙方继续为甲方工作的，甲方应根据乙方的工作情况支付乙方相应的工资。甲方要求乙方继续工作而乙方未工作的，甲方可以不支付乙方工资。

## **第二十四条 离职交接和财产返还**

24.1 本合同终止或者解除时，乙方必须按照甲方要求办理离职交接手续。如因为乙方交接不当、拒绝交接、交接不完整而造成甲方损失的，乙方应当承担因此所产生的全部赔偿责任。

24.2 乙方应立即返还其使用或占有的合法属于甲方的一切文件和其他物品。

24.3 在乙方办理完毕离职交接手续之后，甲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。

## **八、聘用合同的续订**

### **第二十五条 本合同的续订**

25.1 本合同期限届满前，甲、乙双方应当就本合同是否续订进行协商。甲、乙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。

25.2 本合同期限届满前 90 日，如乙方有意续订合同，可向甲方

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。

## **第二十六条 本合同续订期限**

26.1 本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。

26.2 本合同期限届满后，因甲、乙双方未办理终止或者续订手续而形成事实聘用关系的，甲方应当及时与乙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，双方均可提前三十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。

## **九、违反和解除聘用合同的法律责任**

### **第二十七条 违约责任的原则**

27.1 任何不适当、不按时、不全面履行本合同全部或者部分义务的行为，都构成违约行为，应当承担违约责任。

27.2 关于违反合同的任何违约责任，合同双方同意违约方应向守约方按国家有关法规赔偿经济损失。

27.3 本合同到期终止，除法律另有规定外，双方均不承担违约责任和赔偿责任。

### **第二十八条 乙方的违约责任**

28.1 甲方为乙方提供专项培训的，乙方违反本合同约定解除合同的赔偿标准为：以甲方培训费用为限，每服务满一个季度（自培训完成之日或者双方另行约定之日起计算）递减 20%，不满一个季度的不递减。乙方签订了培训协议的，按照培训协议执行。

28.2，乙方提前解除本合同的，甲方为乙方付出的健康体检费、

在华居留许可办理费用，包括支付给第三方、乙方、乙方原工作单位等单位 and 人员的费用，乙方应当全额给予赔偿。

28.3 乙方违反保守商业秘密事项给甲方造成经济损失的，应当承担全额赔偿责任

28.4 乙方未履行本合同约定的其他义务造成甲方经济损失的，应承担全部赔偿责任。

28.5 乙方违约提前解除合同，则甲方不支付本合同年的任何交通费用；若甲方已经为乙方来华赴任提供了机票，则乙方须退回机票款；如乙方要求，甲方将在实事求是的注明详细工作情况的基础上实事求是地出具推荐信供乙方在华期间转聘至其他单位。

## **第二十九条 甲方的违约责任**

29.1 甲方依据本合同 23.3 条解除本合同的，应当按照国家和西安市的有关规定支付乙方解除合同经济补偿金。补偿金按照每满一年支付一个月平均工资的标准给付，超过六个月不满一年的按照一年计算，不满六个月的支付半月工资。

29.2 甲方未按照本合同约定向乙方提供聘用条件、支付聘用报酬的，应当依照国家和西安市规定承担赔偿责任。

## **十、双方约定的其他内容**

### **第三十条 通知及送达**

30.1 本合同中载明的单位地址和永久通讯地址为双方履行本合同的唯一有效且能够送达之地址，任何一方地址发生变更，应当以书面方式通知对方。没有履行通知义务的，对方向本合同列明的单位地址或永久通讯地址送达文件视为通知已经送达。



30.2 本合同履行过程中,任何涉及本合同履行、变更、解除、终止、义务豁免、追索等都应当采取书面形式通知,包括但不限于传真、文件、协议、普通信函、挂号信函、特快专递、电报、公告等。

30.3 通知可以传真、当面送达、邮寄送达、公告送达的形式进行送达。以传真方式送达通知的,视发送当日为送达日。以当面送达的,以签字收取时间为送达时间。以特快专递送达的,以特快专递送达签收时间为送达时间。电报方式送达通知的,以电报发出之日起第3日为送达时间。公告送达的,以公告发布之日起第2日为送达时间。

30.4 由于通知发出一方的原因造成通知发出的地址或者传真号码错误,导致通知不能送达或者延迟送达的,以通知发出方更正地址或者传真号码并重新进行送达之日开始计算送达期限。

### **第三十一条 双方约定的其他内容**

31.1 乙方在为甲方工作期间,因完成本职工作,或利用甲方物质条件,或以甲方工作人员名义,而形成的作品版权由甲方享有,乙方只享有署名权。

31.2 乙方全部完成合同规定的任务后将可以享受当年国内旅游津贴人民币1000元。乙方出色完成合同期为每学期合同规定的任务后将可以享受国内旅游津贴人民币500元。津贴费将在离合同期届满一个月内支付给乙方。

31.3 乙方在华住宿:甲方为合同期内的乙方提供住房补贴,每户每月人民币2400元(十二个月),甲方不再提供物业费、网费、水电费、取暖费等。甲方在当年11月1日之前支付乙方2000元取暖费补助。

## 十一、聘用争议处理

### 第三十二条 聘用争议处理

甲乙双方在本合同履行过程若发生争议, 首先由争议双方协商解决。协商不能解决的, 由争议一方向劳动争议仲裁委员会申请仲裁。对仲裁裁决不服的, 双方可向甲方所在地有管辖权的人民法院提起诉讼。

### 第三十三条 法律适用

33.1 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, 适用中文。

## 十二、附则

### 第三十四条 合同文本

本合同一式两份, 用中文书写。若乙方需要英文翻译件, 可向甲方索取。但英文翻译件只供参考, 不具法律效力。

### 第三十五条 本合同的生效

本合同自甲方签字盖章及乙方签字之日起生效。

### 第三十六条 本合同的解释

本合同的内容及条款由甲方外籍人员管理部门解释。

甲方:

乙方:

时间:

时间:

No.

**Xi'an Eurasia University**

**Foreign Staff Employment Contract**  
**(Translation, only for reference)**

Party A: Xi'an Eurasia University

Party B: \_\_\_\_\_

Department: \_\_\_\_\_

The contract is formulated and printed by Xi'an Eurasia University

New Edition 2016

Party A: Xi'an Eurasia University (hereafter referred to as "Party A" )

Legal Representative: Jianbo Hu

Registered Address: 1# Eurasia Rd., Xi'an 710065, China

Post Code: 710065

Party B: Yesenia Mojarro (hereafter referred to as "Party B" )

Nationality: U.S

Gender: Female

Passport No.: 452090329

Date of Birth: 14/04/1982

Address in China: 1# Eurasia Rd., Xi'an 710065, China

Post Code: 710065

Home address: \_\_\_\_\_

Post Code \_\_\_\_\_

Email Address: \_\_\_\_\_

Tel. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Tenure at Party A: **1<sup>st</sup> of September, 2016 to 1<sup>st</sup> of September, 2017**

In accordance with relative laws and regulations of People's Republic of China, the contract is signed by both parties on the basis of equality, negotiation and voluntary wishes.

The rights and obligations of Party A and Party B are established in the contract. Both Parties confirm they fully understand and will implement completely any provisions in the contract. Unless Party B explicitly expresses his reservations over some provisions or his wish to cancel certain items when making the contract, Party B waives his right of defense on any of the provision.

## **Chapter I. Contract Term**

### **Article 1**

- 1.1 The contract covers the terms from **1<sup>st</sup> of September, 2016 to 1<sup>st</sup> of September, 2017**
- 1.2 The probationary period for Party B is **TWO** months, starting from 1st of September, 2016 up until 1st of November, 2016.
- 1.3 Party A shall decide whether or not to shorten the probationary period based upon Party B's proved capacity. During the probationary period, either party shall terminate the contract by informing the other party three days in advance.
- 1.4 Should Party B conduct acts during the probationary period that do not meet Party A's recruitment requirements and Party A does not know them until after the probationary period because of Party B's intentional efforts to conceal them, Party A has the right to terminate the contract in accordance with provisions concerning termination of the contract during the probationary period without paying any compensation to Party B.

## **Chapter II. Job Description and Adjustment**

## **Article 2. Job Description.**

2.1 Party A employs Party B served in English teacher post, in accordance with Party A's needs and Party B's desire.

2.2 The specific job description of Party B and workload and quality standards that Party B shall meet are listed as follows:

2.2.1 The maximum workload per week is 15 teaching hours and the minimum is four teaching hours. Each teaching hour is 45 min.

2.2.2 Party B shall give at least one lecture per semester and minimum twice per year. The specific content and requirement shall be negotiated by Party B and the specific schools.

2.2.3 Party B shall take part in extracurricular activity once per month.

2.2.4 Party B shall take part in two-hour extracurricular English teaching activities per week.

2.2.5 Party B shall cooperate with Party A with regard to academic affairs.

2.2.6 There will be some regular activities organized by educational departments of the local government of Shaanxi Province, such as the foreigners sports meeting, selection of the outstanding foreign experts (foreign teachers) of Shaanxi Province. Party A also holds some activities

like annual college spring sport game in April, the anniversary celebration ceremony etc.. All the foreign teachers will be invited.

2.3 Party B shall all along remain qualified for the post and perform relevant responsibilities and obligations in a highly efficient manner.

2.4 Party B shall 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 in a manner agreed upon by both parties.

2.5 Without the prior written consent from Party A, Party B shall not be employed by any other company or individual either directly or indirectly during the contract term.

### **Article 3. Job Adjustment**

3.1 Party A has the right to adjust the job responsibilities of Party B according to Party A's needs and Party B's capability and performance, to which Party B agrees.

3.2 Should Party B disagree with the job adjustment, Party B remains the right, in accordance with procedures stated in Party A's rules, to raise objection or resign. However, if Party B's objection does not affect the implementation of the decision of Party A, Party B shall make a relevant



handover and assume the new post.

### **Chapter III. Working Hours and Working Conditions**

#### **Article 4. Working Hours**

4.1 Party A adopts a working and holiday system that matches the nature of Party A and conforms with national and local employment regulations.

4.2 In accordance with the needs of Party A and the job description of Party B, Party A adopts standard working hours for Party B.

4.3 When changes are made to the post of Party B, Party B shall follow the adjustment of his/her working hours accordingly.

#### **Article 5. Overtime Work**

5.1 In accordance with the needs of Party A, overtime work for Party B shall be arranged by Party A in accordance with law.

5.2 If Party A asks Party B to work overtime or endorses Party B's application for overtime work, Party A shall pay Party B for overtime working in accordance with regulations of the state, Xi'an and Party A. The overtime payment shall be given to Party B in the following month by the

department which Party B works with.

5.3 In accordance with the specific working tasks and requirements of relative schools, Party A makes the arrangement of the working tasks and responsibilities of Party B.

#### **Article 6.**

Party A shall provide Party B with necessary working conditions and equipment, and formulate working procedures, scope of work and guidelines on safety and sanitation.

#### **Article 7.**

Party B shall obey Chinese laws and regulations as well as various rules formulated by Party A.

### **Chapter IV. Salary and Income Tax**

#### **Article 8. Salary**

8.1 Party A determines Party B's salary in accordance with relevant rules under the national allotment system and the university situation. Party B's monthly payment is 6000 RMB (before tax deduction). Party B's monthly payment during probation is 5500 RMB (before tax deduction, and no less

than 80% of the regular monthly pay after probation). Party B will not get payment during the summer break and winter break.

8.2 When taking sick leave, Party B is paid in accordance with the relevant laws and regulations in China (Please refer to 17.1 to details).

8.3 The payment for Party B's overtime work, which is approved by Party A, shall be calculated and issued in accordance with 8.1 regarding Party B's salary.

8.4 Party A has the right to make deductions from Party B's salary in case Party B violates Party A's rules and damages Party A's property, or Party B is fined economically for violation of employment rules and regulations, or Party B pays penalty or compensation for violating the contract.

## **Article 9. Payment of Salaries**

9.1 Party A shall pay Party B in the form of currency by the end of the month or at the beginning of the next month. For services less than one month, the payment will be made on the daily basis with each day being 1/21.75 of the monthly salary.

9.2 Should Party A be unable to make the payment on time because of uncontrollable elements or other significant events, Party A shall notify

Party B 3 days in advance. Party A could postpone the payment for a maximum of 30 days.

9.3 Party A pays Party B for overtime work which Party A assigns to Party B or which is applied by Party B and approved by Party A. The payment is available to Party B in the following month. If Party A makes a provision otherwise, the provision is to be observed.

## **Article 10. Personal Income Tax**

10.1 It is Party B's obligation to report and pay personal income tax. In accordance with relevant national regulations, Party A performs the duty of deducting the tax from Party B's salary and other income and pays it to tax authorities.

10.2 Unless Party A and Party B agree otherwise, all the salary and other income that Party B receives under this contract are before tax.

## **Chapter V. Benefits**

### **Article 11. Fees for Health Check for New Employee and Application for Chinese Residence Permit**

11.1 Party A shall reimburse the fee for health check in Xi'an Entry-Exit

Inspection and Quarantine Bureau when Party B takes office, with courier fee excluded.

11.2 Party A shall reimburse the fee for Chinese Residence Permit.

## **Article 12. Medical Insurance**

Party A shall pay Party B RMB1000 yuan one time after the commencement of the contract for Party B buying his/her insurances. Party B shall buy insurances and declare on a written format all the costs of medical and accidents shall be in responsibility of himself/ herself and Party A has no responsibility. The RMB1000 yuan for insurance and medical care shall be paid within 60 days after the commencement of the contract. Party A shall make sure that Party B has bought insurance. RMB1000 yuan is to be returned to Party A by Party B upon Party B's termination of the contract.

## **Article 13. Transportation Fees and Allowances**

13.1 A round-trip ticket allowance shall be provided to Party B one month before the successful completion of the full year (12 month) contract.

- RMB8000 yuan shall be paid to Party B by Party A if the ticket costs more than RMB8000 yuan.
- The actual amount shall be paid if the ticket costs less than RMB8000

yuan.

**Article 14.** If Party B fails the evaluation at the end of the probationary period, or if the contract is terminated by both parties during the probationary contract, Party A shall not be responsible for any travel expenses of Party B. Under that circumstance, if Party A purchases the air ticket for Party B relocating to China for the new post, Party B shall return the air ticket fee paid by Party A.

#### **Article 15. Vacation**

15.1 Party B is entitled to all Chinese statutory holidays as Chinese citizens, which include New Year's Day, Spring Festival, Qingming Festival, International Labor Day, Duanwu Festival, Chinese National Day, Mid-autumn Festival and other holidays designated by law and regulations.

15.2 Party B is entitled to enjoy one-month paid holiday from the second year based on completion of the first year's contract and renew of the contract in the second year (only during the winter and summer vacation) .

### **Chapter VI. Work Discipline and Reward & Punishment**

#### **Article 16. Work Discipline**

16.1 Party B shall abide by the Chinese laws and regulations.

16.2 Party B is required to report to Party A about his work and accept all reasonable instructions issued by Party A in relation to the work.

16.3 Party B shall follow the rules and employment discipline formulated by Party A and accept Party A's supervision. The rules and employment discipline that Party A initiates through legal proceedings before the signing of the contract and during its implementation are all documents to be abided by Party B.

16.4 Party B shall seriously study Party A's corporate culture, dedicate to work, respect the professional code of ethics and make a continuous effort to improve his/her professional skills. Party B shall also partake actively in various training programs organized by Party A.

## **Article 17. Rewards and Penalties**

17.1 According to relevant stipulations, Party A evaluates the work performances and contributions of Party B.

17.2 Should Party B violate Party A's rules, employment discipline or stipulations in the contract, Party A shall admonish Party B, impose economic and administrative penalties on Party B, or even terminate the

contract without paying any compensation.

## **Article 18. Sick and Personal Leave**

18.1 When taking sick leave, Party B shall present a doctor's certificate from a hospital listed under the medical insurance program. The fees are paid by Party B. When the cumulative sick leave is no more than fifteen working days within a contract year, Party B's basic salary shall be paid in full. Party B shall be paid no more than 80 percent of the minimum wage standard in Xi'an if the cumulative sick leave exceeds 15 working days but does not go beyond three months. Party A has the right to terminate the contract should Party B's consecutive sick leave exceeds the three-month legally recognized period of medical treatment, which includes weekend days and public holidays.

18.2 Requests for leave shall be submitted to and approved by Party A in advance. During one year's period of a contract, personal leave by Party A shall not exceed 15 days. Or, the air ticket allowance shall be cancelled. Consecutive personal leave shall not exceed 3 days. If the consecutive personal leave exceeds three days, the salary in that very day shall be deducted.

## **Article 19. Absence from Work without Asking for Leave and Violation of Working Disciplines**



19.1 Three days' salary shall be deducted from Party B by Party A should Party A be absent for one day without permission. (Day salary is calculated by dividing 30 of monthly salary)

19.2 In the event of any of the following by Party B, Party A reserves the right to terminate the contract and resort to legal means for compensation:

19.2.1 Absence from work without the consent of Party A for 7 consecutive days;

19.2.2 Absence from work without the consent of Party A for a cumulative total of 15 days within a contract year;

19.2.3 Other serious violations of rules, which causes serious damage to Party A.

19.2.4 Other acts that seriously violate working disciplines and relevant rules.

19.3 In the event of any situation as listed in 19.2, which causes economic losses and severe damages to Party A, Party B shall take the obligation of compensation.

## **Article 20. Confidentiality**

20.1 Party B shall be obliged to maintain confidentiality for Party A, obey the rules concerning confidentiality formulated by Party A and be subject to supervision of Party A, including but not limited to the storage, delivery, use and disposal of the documents.

20.2 All the documents and preparatory manuscripts marked with internal document, secret, confidential and top secret, etc. available to Party B during work belong to secrets-involved documents. Party B shall neither disseminate them against the rules nor disclose to the third party in any manner or allow the third party to use them. The methods of dissemination include but not limited to copying, sending e-mail, carrying with secret documents, talking about the secret-involved documents in public, etc.

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

20.4 The term of confidentiality obligation by Party B starts from the date when party B knows the secrets-involved documents, to the date when the secrets-involved documents decrypted or enters into public information domain and is not limited to the term of this contract.

## **Chapter VII . Amendment, Termination and Cancellation of the**

## **Contract**

### **Article 21. Amendment of the Contract**

21.1 After the signing of the contract in accordance with the law, both Party A and Party B shall fulfill the obligations stipulated in the contract faithfully. Neither Party A nor Party B has the right to amend the contract unless upon agreement.

21.2 The contract can be amended if the amendment is agreed by both parties after consultation. The contract continues to be valid if both parties cannot agree on the amendment.

21.3 While the contract is in force, if some of its terms become no longer enforceable due to publishing of new laws, regulations and policies issued by China or Shaanxi Province, the contract shall be amended in accordance with the new laws, regulations and policies.

21.4 While the contract is in force, if objective conditions on which this contract is based on change so that the contract becomes no longer enforceable, the contract can be amended if the amendment is agreed upon by both parties after consultation.

21.5 According to Article 21.2 and 21.4 above, if one party hereof intends

to amend the contract, he/ she shall inform the other party in written form with regard to the amendment requirements, and the other party shall make a written reply within 15 days upon receipt of the notice; no reply within 15 days will be regarded as agreement to amend the contract.

## **Article 22. Termination of Contract**

22.1 The Contract is terminated automatically if any of the following applies:

22.1.1 The contract expires and Party A and Party B have not renewed the contract upon its expiration;

22.1.2 Party B dies or is declared dead or missing by the people's courts;

22.1.3 Party A is bankrupt, disbanded, has its operating license revoked or is ordered to be shut down in accordance with the law;

22.1.4 Any other circumstances occur under which the contract must be terminated as required by law.

22.2 When the contract terminates, Party A shall inform Party B 30 days in advance in written format.

## **Article 23. Cancellation of Contract**

23.1 The contract can be canceled upon agreement by both Party A and Party B following consultation.

23.2 Party A is entitled to cancel this contract without compensation if Party B is found to be in any of the following circumstances:

23.2.1 Party B is proved to be unqualified for the work during the probation period;

23.2.2 Party B is in serious violation of work discipline or of Party A's rules;

23.2.3 Party B commits serious dereliction of duty or practices graft, causing substantial damage to the Party A;

23.2.4 Party B is sued for criminal liability in accordance with the law, gets administrative or judicial detention and receives compulsory detoxification treatment;

23.2.5 Party B is proved guilty of fraud, failing to reveal important information related to this contract or Party B's work.

23.3 Party A can cancel the contract if one of the following circumstances

occurs but shall inform Party B in written format 30 days in advance.

23.3.1 Party B is incompetent and remains incompetent after training or adjustment of his post;

23.3.2 Party B is in breach of contract and has not remedied the breach within 72 hours;

23.3.3 A major change in the objective circumstances relied upon at the time of conclusion of the contract makes the contract unenforceable and, after consultation, Party A and Party B are unable to reach agreement on amending the employment contract;

23.3.4 After the expiration of the contract, Party A and Party B have not renewed the contract yet formed an actual employment relationship and the two parties do not reach agreement on the period of validity and terms on renewing contract.

23.4 If Party B intends to terminate the contract, Party B shall give Party A 60 days' prior written notice or 10 days' prior written notice if Party B is in the probation period. After approval by Party A, Party B shall go through the termination procedures as required by Party A and settle all relevant fees and pay breach penalty.

23.5 Party B remains the right to inform Party A at any time to cancel the

contract if one of the following things occurs:

23.5.1 If Party A used deception to induce Party B to sign the contract;

23.5.2 Party A does not pay salary or does not offer working conditions according to the contract.

23.5.3 Party A fails to pay Party B salary or fails to provide working facilities as agreed.

23.6 If Party B terminate the contract without following the procedures of and has caused economic losses to Party A, Party B shall pay compensation to Party A;

23.7 If Party B has one of the following conditions, Party A has no right to cancel or terminate the contract according to 23.3 of this contract:

23.7.1 Party B 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 Party A;

23.7.2 Party B has contracted an illness or sustained a non-work-related injury, and the set period of medical care has not expired;

23.7.3 Party B is a female employee in her pregnancy, confinement or

nursing period.

23.8 During the period of prior notice stipulated in this contract, Party A is entitled to ask Party B to continue to work and Party B shall do work arranged by Party A in accordance with the contract and the requirements of Party A.

23.9 Between the time Party B informs the contract termination intention to the time the contract terminates, Party B continues to work for Party A, Party A shall pay wages to Party B in line with his work. If Party B refuses to work for Party A as requested, Party A can stop paying wages to Party B.

#### **Article 24. Handover and return of property**

24.1 Upon termination or cancellation of the contract, Party B shall carry out the procedures to hand over his work. If damage is incurred upon Party A because Party B has not properly handed over his work, refused to hand over his work or only partially handed over his work, Party B shall bear the liability to pay compensation.

24.2 Party B shall return all documents and other articles that he is using or are in his possession but belong to Party A legally.



24.3 After Party B carries out the procedures to hand over his work, Party A shall pay relevant fees in accordance with the law or the terms of this contract and issue a demission certificate to Party B.

## **Chapter VIII. Extension of Contract**

### **Article 25. Extension of the Contract**

25.1 Party A and Party B shall conduct consultation on whether to extend this contract before it expires. If Party A and Party B agree to extend the contract, a written agreement shall be signed before it expires.

25.2 If Party B intends to extend the contract, he shall 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.

### **Article 26. Term of Renewed Contract**

26.1 In principle, the length of time of the renewed contract shall be no less than that of this contract unless otherwise agreed upon by both parties.

26.2 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 shall conduct consultations with

Party B in a timely fashion on renewing the contract. If the two parties cannot reach agreement on the term and other articles of a new contract, both parties remains the right to propose a termination of their actual employment relationship by giving the other party 30 days' prior notice. The party that proposes the termination of contract shall bear legal liabilities in accordance with the law.

## **Chapter IX. Legal Liabilities for Breach or Cancellation of Contract**

### **Article 27. Principles Governing Liabilities for Breach of Contract**

27.1 Any act that results in the inappropriate, untimely and incomplete fulfillment of all or part of the obligations stipulated in the contract constitutes breach of contract and the responsible party shall be held liable for the breach.

27.2 Regarding the liabilities for breach of contract, both parties in this contract agree that the breaching party shall pay economic compensation to the non-breaching party in accordance with relevant laws and regulations of China.

27.3 In the event of the contract terminates, neither party shall be liable for breach of contract and compensation.

## **Article 28. Party B's Liabilities for Breach of Contract**

28.1 In the event Party A provides funding for the training of Party B, damages Party B shall pay Party A when canceling the contract in breach shall be calculated as follows: The amount provided by Party A is the maximum Party B shall pay. It is deducted by 20 percent every time Party B completes three months of service for Party A (starting from the date when training is completed or any other date agreed upon by both parties). Party B shall pay the full amount if it completes less than three months of service to Party A. If Party B has signed a training agreement, it shall fulfill the agreement faithfully.

28.2 If Party B cancels the contract before its term expires, Party B shall be liable to pay all the expenses that Party A spends on Party B in health check, Chinese residence permit, recruiting Party B, including fees paid to a third party, Party B and Party B's former employer.

28.3 Party B shall be liable to pay economic losses incurred on Party A due to Party B's failure to keep commercial secrets.

28.4 Party B shall be liable to compensate the economic losses incurred on Party A due to Party B's failure to fulfill its other obligations stipulated in the contract.

28.5 If Party B breaches the contract and cancels it in advance, Party A shall not pay Party B any transportation expense in this contract year. If Party A has already provided air ticket for Party B relocating to China, Party B shall return the air ticket fee. Party A provides Party B with facts-based recommendation letter upon Party B's request for employment purpose.

### **Article 29. Party A's Liabilities for Breach of Contract**

29.1 In the event that Party A cancels the contract in accordance with this contract, Party A shall pay monetary compensation to Party B in accordance with relevant regulations of the central government and the government of Xi'an. The severance pay shall be based on the number of consecutive years Party B works with Party A.

- One month salary shall be paid for one year's service or less than a year's service
- Half month salary shall be paid for less than half year's service

29.2 If Party A fails to provide Party B with working conditions as stipulated in the contract or fails to pay Party B's wages, Party A shall pay compensation to Party B in accordance with the laws and regulations of the central government and the Government of Xi'an.

### **Chapter X. Other Terms as Agreed upon by Both Parties**

## **Article 30. Notice and Service**

30.1 The address of Party A and the permanent address of Party B listed in this contract are the only valid addresses where a notice is served. If either of the two parties changes address, it shall inform the other party about a change in a written notice. If one party fails to inform the other party about a change of its address, any documents sent to the original address shall be considered received.

30.2 During the enforcement of this contract, any matter regarding the contract's enforcement, amendment, cancellation, termination as well as obligation exemption and recourse shall be notified by written notice, including but not limited to fax, document, agreement, regular mail, registered mail, express mail, telegraph and public notice.

30.3 Notices are served by fax, face-to-face delivery, mail and public notice. Notice served by fax shall be considered received on the same day it is sent. Notice served face-to-face is considered received at the time the recipient signs the receipt. Notice served by express mail is considered received at the time the recipient signs the receipt. Notice served by telegraph will be considered received on the third day starting the day the telegraph is sent. Notice served by public notice will be considered received on the second day it is published.

30.4 If a notice fails to be served or its service is delayed because the sender has got the address or fax number wrong, the period of notice will be calculated starting the actual date the notice is served with the correct address or fax number.

### **Article 31. Other Terms Agreed upon by Both Parties**

31.1 Party A owns the copyrights of the works produced by Party B during the contract period by Party B finishing his/ her own work or producing work by using Party A's material conditions. Party B has the right to sign the works.

31.2 Party B enjoys Domestic Traveling Allowance RMB1000 yuan based on successful completion of the one-year contract. Party B enjoys Domestic Traveling Allowance RMB500 yuan based on successful completion of a six-month contract. The traveling allowance shall be paid within 30 days before the expiration of the contract.

31.3 Lodging: Party A provides Party B renting allowance RMB 2400 yuan per month for each of the twelve month of the contract, withAll expense (water& electricity fee、 internet、 management fee、 etc.) included. An underfloor heating allowance of RMB 2000 is to be paid prior to the 1<sup>st</sup> day of November.

## **Chapter XI. Dispute Resolution**

### **Article 32. Dispute Resolution**

The two parties shall first settle any disputes which may arise about the contract through consultation. If all attempts fail, one of the parties can appeal to the committee responsible for arbitration of labor disputes.

### **Article 33. Laws Applicable**

33.1 The laws of China are applicable to all procedures and relevant laws governing the enforcement, consultation, dispute resolution in relation to this contract and its appendixes. Chinese is also applicable to all procedures and relevant laws governing the enforcement, consultation, dispute resolution in relation to this contract and its appendixes.

33.2 If the terms or contents of this contract and its appendixes are in conflict with China's laws and regulations, China's laws and regulations prevail.

## **Chapter XII. Supplementary Articles**

### **Article 34. Text of Contract**

There are 2 original copies of the contract, written in Chinese only. If Party B needs the English translation, he/she can ask Party A for it. However, the English translation is for reference only and does not have legal binding force.

### **Article 35. Force of the Contract**

This contract takes effect as of the date it is signed by both parties.

### **Article 36. 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:

Date:

Party B:

Date: