

CONTRACT OF EMPLOYMENT

聘用合同

甲方 Party A: **Zhejiang University of Finance and Economics**

乙方 Party B: _____

甲乙双方在平等自愿的基础上，按照《中华人民共和国劳动合同法》等法律规定，经协商一致达成本协议，供双方遵照执行。

According to the Labor Contract Law of PRC and relevant laws and regulations, Party A and Party B hereof sign this agreement on the basis of equality, free will and mutual consultation, to clarify basic rights and obligations of Party A and Party B.

• 职位: 英语老师

Position: Business English Teacher

• 时间: (2) 个学期, 从 2018 年 10 月 15 日至 2019 年 7 月 4 日。(其中从 2019 年 1 月 29 日至 2019 年 2 月 19 日为寒假)

Duration: (2) semesters, from 2018/10/15 to 2019/7/4. (Including winter vacation: from 2019/1/29 to 2019/2/19)

• 职责 Duties:

1. 提前认真备课 Prepare lessons beforehand
2. 上英语课程 Give English lessons
3. 参与学生在校园内的有关课外活动 Actively engage in related extracurricular activities
4. 认真参与所在学校组织的关于英语课程的教学研讨活动 Participate in the teaching and research activities of the English course organized by the school
5. 自觉遵守中国政府与杭州市政府的相关法律、法规 Consciously abide by the relevant laws and regulations of the Chinese government and Hangzhou municipal government

• 工作地点 Working place:

浙江省杭州市下沙高教园区学源街 18 号 浙江财经大学

Zhejiang University of Finance & Economics

Xueyuan Street No.18, Xiasha Higher Education Park, Hangzhou, China

一、工作时间 **Working Hours**

1、乙方根据甲方的教学工作时间参与工作，正常情况下周末休息。如遇甲方特殊情况（如校庆、重要大型活动等），乙方在休息日仍需配合甲方，甲方也应在此之前通知乙方。

Party B's teaching hours follow the requirements of the Party A. Normally, Party B shall have 2 off days on weekends. On certain occasions, Party B may need to work on an off day or other holiday (i.e. the anniversary of the working school, important activities etc.), Party A will give reasonable notice to Party B in advance. Party B may need to adjust the time when there is some special event and should inform Party A in advance.

2、乙方享有国家法定假日及学校安排的其他假日（节假日的时间应服从学校安排）。乙方与甲方教师享受同样假期。

Party B enjoys national holidays and school holidays (the holidays should be subject to school arrangements).

3、甲方向乙方提供工作时间表。双方都应尽量避免更改时间表,工作时间表应用英文清楚表述，包括班级数目、教室名称、上课时间等。如有变更应提前通知乙方。

Party A should provide Party B with their updated weekly work schedule in advance. Both parties should refrain from changing the schedule. The schedule should be presented in English and clearly defined. Class number, room number, start time, and all scheduled days should be clearly provided to the foreign teacher with adequate notice of any changes.

二、工作量 **Workload**

1、每周 16 课时（每课时 40 分钟）。

16 class hours/week (40 minutes=1 class hour).

2、乙方应遵守甲方所采用的与外籍教师管理和教学有关的工作制度和条例，并在工作方面接受甲方的安排、指导、监督和评估。乙方应按课表准时上下课，不得迟到早退，否则给予 50 元/次的罚款。

Party B shall observe Party A's work system and regulations concerning administration and teaching of foreign teachers and shall accept Party A's arrangement, direction,

supervision and evaluation in regard to his or her work. Party B should start and finish the class on time. Any late for class or leave earlier from Party B will receive the fine of 50 yuan/time.

3、未经甲方同意，乙方不得在其他地方兼职或兼任与甲方约定工作无关的其他劳务。

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.

三、薪酬 Salary and Benefits

1、薪水：月薪人民币税后_____元，分 10 个月支付，首次支付时间为 2018 年 10 月 10 日。

Monthly Salary: ¥ RMB after tax across 10 months. The first payment date will be on 2018/10/10.

2、住宿：甲方为乙方提供校内宿舍（包括一间卧室、一个卫生间），并于乙方抵达学校前准备妥当，乙方于开学前抵达学校。住宿处的水电费由甲方承担。

Lodging: Party A offers a private two bedroom apartment on campus and should prepare it before Party B come to the school. Party B should settle down before the beginning of the semester. The electricity and water bills should be paid by Party A within a reasonable range.

3、机票：甲方为乙方提供一次往返机票补贴（按照经济舱标准报销，最高补贴额度不超过人民币 10,000 元）

Flight tickets: Party A provide Round-trip ticket allowance per academic year (up to a maximum of 10,000 RMB in accordance with the standard economy class).

4、健康保险：甲方为乙方购买来华人员综合医疗保险。该保险方案不能承担的部分，由乙方自行承担。

Health Insurance: Party A shall buy Party B Comprehensive Chinese Medical Insurance for Foreigners stay in China (Death insurance, Accidental disability insurance, Medical insurance for Accidental injury, Outpatient and Emergency Medical Insurance and Hospitalization and Medical Insurance are included in the protection scheme). Other parts should be borne by Party B.

5、乙方离校前须归还所有属于甲方的财产，并保证其完好无损，否则将支付赔偿费用。

Party B should return all the belongings of Party A and ensure they are all in good conditions; otherwise Party B shall pay for the compensatory damages.

四、签证 Visas

1、乙方入境前的签证手续和费用、入境之后的体检由乙方自行承担，入境之后的外国人来华工作证、居留证件等手续及费用由甲方承担。

Party B's visa application fees and the expenses of Physical Examination shall be borne by Party B. After the entry into China, the expenses of Foreigners' Work Permits and Residence Permits shall be borne by Party A.

2、如果外教因自身原因未能获得 Z 签证入境而需要再次出境办理工作签证，所有国内外产生的费用由外教自己承担。

If Party B fails to obtain a Z visa or needs to enter China again to process their Z visa, all expenses incurred at home and abroad will be borne by Party B.

3、乙方首次从上海机场或杭州机场来甲方校园时，甲方应向乙方提供接车服务。

Party A shall provide pick-up services for Party B's first trip to Party A's campus either in Shanghai or Hangzhou Airport.

五、请假 Sick leave and other leave

1、如果乙方生病，由医生证明后允许请病假，乙方在病假期间扣除实际缺课课时费。如乙方病假持续 15 天，甲方可单方面中止合同。

Sick Leave: If Party B has been sick and obtained a note from the hospital that he/she could ask for sick leave, the absent classes allowance will be deducted. If Party B has been asked sick leave for a continuous 15 days, party A can terminate the contract.

2、如果在工作期间乙方因私人原因必须请假，则须由甲方同意并不得超过 15 天，否则学校将有权中止合同，请假期间的薪水按照请假的实际时间做相应扣除；如果乙方无故玩忽职守或擅自离开学校，甲方有权扣除或者要求赔偿双倍工资。

Personal Leave: If Party B has to ask for personal leave, he/she must obtain the permission from the school in advance, and the days of personal leave should be no more than 15 days, or the school has the right to terminate the contract. The salary during the leave is deducted according to the actual days of the leave.

If Party B neglects work without permission, Party A shall have the right to fine Party B equal to his/her salary during those neglected days; if the employee neglects work for a continuous 3 weeks, Party A shall have the right to terminate the contract.

3、如果乙方出现意外无法正常工作，必须第一时间通知甲方。

If an accident or emergency prevents Party B from working on time, Party B should contact Party A as soon as possible.

六、合同的修改、解除和终止 Revision, Cancellation and Termination of the Contract

1、双方应遵守本合同，且未经双方同意，不得修改、解除或终止本合同。经双方同意后，方可修改、解除或终止本合同。在达成一致意见前，双方仍应严格履行本合同。

Both Parties should abide by the contract and should refrain from revising, cancelling, or terminating the contract without mutual consent. The contract can be revised, cancelled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.

2、在下述情况下，甲方有权以书面形式通知乙方解除合同：

Party A has the right to cancel the contract with a written notice to Party B under the following conditions:

(1) 未遵守中国法律，法规及相关条例。

Failure to comply with Chinese laws, regulations and relevant regulations.

(2) 参加与教师身份不符的宗教活动。

Engage in religious activities incompatible with the status of teachers.

(3) 违反外籍教师工作制度，相关管理及教学条例，且不接受甲方的工作安排和工作指导，监督及评估。

Violation of foreign teachers working systems, related management and teaching regulations, does not accept the Party A's work arrangements and operational guidance, supervision and evaluation.

(4) 未经甲方同意，做与甲方无关的兼职工作。

Without the consent of Party A, doing part-time work that has nothing to do with Party A.

(5) 未完成甲方安排的任务。

Failure to complete the tasks assigned by the Party A without prior warning.

(6) 未经甲方许可，在聘用期内，擅离教学岗位两次。

Without Party A's permission, absence from teaching positions during the time of employment, total for 2 times.

(7) 每学期上课迟到或早退（超过 15 分钟）三次。

Each semester late or leave early for class (more than 15 minutes), total for 3 times.

(8) 未经甲方许可，在聘用期内，随意调课。

Without Party A's permission, transfer courses in random during the time of employment.

3、在下述情况下，乙方有权以书面形式通知甲方解除合同：

Party B has the right to cancel the contract with a written notice to Party A under the following conditions:

(1) 甲方未按照约定时间向乙方支付相关款项。

Party A has not paid Party B as scheduled.

4、若一方不能履行合同或不能按规定履行合同义务，即一方违约，则违约方应支付违约金人民币 9,000.00 元。

When either of the two parties fails to fulfil the contract or fails to fulfil the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of RMB 9,000.00 RMB.

5、本合同自双方签字之日起生效，合同期满时自动终止。若一方要求延长合同期限，则必须在合同期满前向另一方提出相关要求，且经双方协商同意后签订新合同。

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 to extend the contract, it should forward its request to another party prior to the expiration of the contract, and sign the new contract with mutual consent.

6、本协议未约定的事项，按照法律、法规、行政规章以及地方性法规等规定执行。

Other items not occurred in the contract should be obeyed by the laws, regulations, local administrative rules etc.

甲方 Party A:

乙方 Party B : _____

(盖章 Seal)

(签名 Signature)

日期 Date _____

日期 Date _____