**外 国 文 教 专 家**

**聘 用 合 同**

**Employment Contract for**

**Foreign Experts in Culture and Education**

**山东第一医科大学（山东省医学科学院）**

**Shandong First Medical University**

**(Shandong Academy of Medical Sciences)**

# 甲方（聘请单位）

单位名称：山东第一医科大学（山东省医学科学院）

联系部门：对外合作交流部

地址：山东济南市槐荫区青岛路6699号

电话：0531-59556932

邮箱：wsb@sdfmu.edu.cn

# Party A (Employer)

# Full name: Shandong First Medical University

# (Shandong Academy of Medical Sciences)

# Contact department: Department of International Cooperation and Exchange

# Address: No.6699, Qingdao Road, Huaiyin District,

# Jinan City, Shandong Province

# Tel: 0531-59556932

# Email: wsb@sdfmu.edu.cn

# 乙方（外国专家）

姓 名：

性 别：

出生日期：

国 籍：

护照号码：

境外住址：

电话：

邮箱：

Party B (foreign experts)

Full name:

Gender:

Date of birth:

Nationality:

Passport number:

Overseas address:

Telephone:

Email:

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。

According to the laws and regulations of the people’s Republic of China, both parties sign this employment contract on the basis of equality, voluntariness and consensus.

合同双方已经确认并充分理解，并且将完全履行本合同的各项约定。

Both parties have confirmed and fully understood the provisions of the contract, and will fully perform all the provisions.

1. **合同期限**

**1. Term of contract**

本合同期限为 \_\_\_\_\_年\_\_\_\_月 \_\_\_\_日至\_\_\_\_\_年\_\_\_\_月 \_\_\_\_日。（一般不超过一年）

The term of this contract is from Month\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_ to Month\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_（ Generally no more than one year).

1. **工作岗位及任务**

**2. Posts and duties**

甲方根据工作需要及乙方的岗位意向，聘用乙方在甲方\_\_\_\_\_\_\_\_\_\_校区\_\_\_\_\_\_\_\_（用人单位名称）从事\_\_\_\_\_\_\_专业\_\_\_\_\_\_\_\_\_（教学/科研/管理）工作，具体工作内容可用附件说明。

用人单位联系信息如下：

负责人 姓 名：\_\_\_\_\_\_\_\_ 电话：\_\_\_\_\_\_\_\_

合作教师 姓 名：\_\_\_\_\_\_\_\_ 电话：\_\_\_\_\_\_\_\_

According to the work needs and the post intention of Party B, Party A shall employ Party B to engage in\_\_\_\_\_\_\_\_\_（ Teaching / research / Management) work in\_\_\_\_\_\_\_(major)in \_\_\_\_\_\_\_\_（ Name of department), Party A’s \_\_\_\_\_\_\_\_\_\_ Campus. The specific work content can be explained in the attachment.

The employer’s contact information is as follows:

Name of person in charge:\_\_\_\_\_\_\_\_ Tel:\_\_\_\_\_\_\_\_

Name of cooperating teacher:\_\_\_\_\_\_\_\_ Tel:\_\_\_\_\_\_\_\_

1. **试用期**
2. **Probation period**

自乙方在甲方工作之日起一般一个月为试用期。

自乙方在甲方工作之日起一般一个月为试用期。

Generally, one month is the probation period from the date when Party B works in Party A.

1. **薪酬**

**4. Salary**

1.甲方支付乙方税前工资为人民币\_\_\_\_\_\_\_\_元/月或\_\_\_\_\_\_\_\_。甲方自\_\_\_\_\_年\_\_\_\_月 \_\_\_\_日起至\_\_\_\_\_年\_\_\_\_月 \_\_\_\_日止为乙方发放工资。如临时增加工作量，由甲乙双方协商确定增加的薪酬。

1. The pre-tax salary paid by Party A to Party B is RMB\_\_\_\_\_\_\_\_ /month or\_\_\_\_\_\_. Party A shall pay wages to Party B from Month\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_ to Month\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_. If the workload is increased temporarily, the increased salary shall be determined by both parties through negotiation.

2.工资从合同开始之日算起至合同期满之日止；按月结算工资的，工作不足 1 个月的按日计算，日工资为月工资的1/30（二月份同）。

2. The salary shall be calculated from the beginning of the contract to the expiration of the contract; The salary can be settled by month, if the work term is less than one month, it shall be calculated by day, and the daily salary shall be 1/30 of the monthly salary (the same as in February).

3.甲方以电子支付的形式，将乙方的工资、机票等费用转入乙方按照甲方规定在中国境内开设的银行账户内，支付货币币种为人民币。

3. Party A shall transfer Party B’s wages, expenses such as air tickets to Party B’s bank account in China in the form of electronic payment in the currency of RMB.

**五、甲方的义务**

**5. Obligations of Party A**

1. 向乙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。

(1) Introduce the relevant laws, regulations of China, the working system of Party A and the management regulations of foreign experts to Party B.

2. 对乙方的工作进行指导、检查和评估。

(2) Guide, inspect and evaluate the work of Party B.

3. 向乙方提供必要的工作条件。

(3) Provide Party B with necessary working conditions.

4. 按时支付乙方的报酬。

(4) Pay Party B’s remuneration on time.

5. 乙方到任后，在规定时间内办理好乙方的工作许可证及居留许可，相关费用乙方自行承担。

1. After taking up the post, Party B shall obtain work permit and residence permit within the given time, and the relevant expenses shall be borne by Party B.
2. 在乙方试用期满后， 为其报销从国外到中国出（入）境口岸之间的往返经济舱国际机票费用或其他交通费用（一般为所在国到中国的捷径路线）。

(6) After the expiration of Party B’s probation period, Party B shall be reimbursed for the round-trip economy class international air tickets or other transportation expenses (generally the shortcut route from the country Party B lives in to China) between foreign countries and China’s exit (entry) ports.

7.协助乙方购买中国政府指定的外国来华人员综合保险。

(7) Assist Party B to purchase the comprehensive insurance for foreign personnel in China designated by the Chinese government.

**六、乙方的权利和义务**

6. Rights and obligations of Party B

（一）权利

6.1 Rights

享受中国法定节假日。可按其国籍和宗教信仰相应享受以下节日休假：\_\_\_\_\_\_\_\_。

Enjoy Chinese legal holidays. According to their nationality and religious belief, they can enjoy the following holidays:\_\_\_\_\_\_\_\_.

1. 义务

6.2 Obligations

1.遵守中国的法律、法规，不干预中国的内部事务。

(1) Abide by Chinese laws and regulations and do not

interfere in China’s internal affairs.

2.遵守甲方的工作制度和有关外国专家的管理规定，接受甲方的工作安排、业务指导、检查和评估。

(2) Abide by Party A’s work system and management

regulations for foreign experts, and accept Party A’s work arrangement, business guidance, inspection and evaluation.

3.未经甲方同意，不得兼任与甲方无关的其他劳务。

(3) Without the consent of Party A, it is not allowed to

concurrently serve as other labor services unrelated to Party A.

4.按期完成工作任务，保证工作质量。

(4) Complete the task on time to ensure the quality of

work.

5.尊重中国的宗教政策。不从事与专家身份不符的活动。

(5) Respect China’s religious policy. Do not engage in

activities inconsistent with the status of experts.

6.尊重中国人民的道德规范和民俗习惯。

(6) Respect the moral standards and customs of the Chinese people.

7.如离开工作地到外地，应提前 3 天将行程安排及在外期间的联系方式、联系人书面通知用人单位，用人单位报对外合作交流部备案。在外期间，发生的人身、财产等意外伤害，由乙方本人承担责任或损失。

(7) If you leave your work place and go abroad, you should inform the employer of the itinerary, contact information and contact person in writing three days in advance, and the employer should report to the Department of International Cooperation and Exchange for record. Party B shall bear the responsibility or loss for personal and property injuries during his stay abroad.

8.租住甲方校内专家公寓的，须遵守甲方的住宿管理规定，违反规定，其后果由乙方自负，且违反规定造成的损失由乙方承担。

(8) Party B shall abide by the accommodation management regulations of party A when renting the expert apartment in Party A’s campus. If Party B violates the regulations, the consequences shall be borne by Party B, and the losses caused by the violation shall be borne by Party B.

9.乙方对甲方有保密义务。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。

(9) Party B has the obligation of confidentiality to Party A. Party B shall abide by Party A’s rules and regulations on confidentiality and obey Party A’s confidentiality management, including but not limited to the preservation, transmission, use and destruction of confidential documents.

10.在甲方协助下购买中国政府指定的外国来华人员综合保险（详情参考 [www.lxbx.net）。](http://www.lxbx.net）。)

(10) With the assistance of Party A, purchase the comprehensive insurance for foreign personnel in China designated by the Chinese government (for details, please refer to www.lxbx.net).

**七、合同的变更、解除和终止**

**7. Modification, rescission and termination of contract**

1. 甲、乙双方应信守合同，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 Party A and Party B shall abide by the contract, and neither party shall change, rescind or terminate the contract without mutual consent.

经甲、乙双方协商同意后，可以变更、解除和终止合同。在未达成一致意见前，仍应严格履行合同。

The contract may be changed, rescinded or terminated with the agreement of both parties. Before reaching an agreement, the contract shall be strictly performed.

2.如发生下列情形之一，甲方有权以书面形式通知乙方解除合同：

7.2 In case of any of the following circumstances, Party A has the right to notify Party B in writing to rescind the contract:

（1）乙方不履行合同或未完全履行合同所规定的义务，经甲方指出后，仍不改正的；

(1) Party B fails to perform the contract or fails to fully perform the obligations stipulated in the contract. After Party A pointing out that, Party B still does not make corrections;

（2）经中国三级甲等医院的诊断，乙方在病假连续30日后不能恢复正常工作的。

(2) Party B is unable to return to normal work after 30 consecutive days of sick leave according to the diagnosis of China’s Grade III Level A hospital.

3.如发生下列情形之一，乙方有权以书面形式通知甲方解除合同：

7.3 In case of any of the following circumstances, Party B has the right to notify Party A in writing to terminate the contract:

（1）甲方未按合同约定提供乙方必要的工作和生活条件。

(1) Party A fails to provide Party B with necessary working and living conditions as agreed in the contract.

（2）甲方未按时支付乙方报酬。

(2) Party A fails to pay Party B remuneration on time.

4.任何一方要求变更、解除和终止合同，应提前60日以书面形式向对方提出。

7.4 If either party requests to change, rescind or terminate the contract, it shall submit the request to the other party in writing 60 days in advance.

**八、违约金**

**8. Liquidated damages**

任何一方不履行合同或者未完全履行合同所规定的义务，即为违约。违约方应根据损失情况对另一方进行赔偿。

If either party fails to perform the contract or fails to fully perform the obligations stipulated in the contract, it is a breach of contract. The breaching party shall compensate the other party according to the loss.

1. **续签合同**

**9. Renewal of contract**

If one party requests to sign a new contract, it shall submit the request to the other party 40 days before the expiration of this contract. A new contract will be signed after both parties reaching a consensus.

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

This contract shall come into force from the date of signing by both parties, and shall become invalid upon expiration of the contract. After the expiration of the contract, Party B shall bear all expenses incurred during his stay in China.

其中一方要求签订新合同，应当在本合同期满40日前向另一方提出，经双方协商一致同意后签订新合同。

1. **合同争议解决方式**

**10. Contract dispute resolution**

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，可向山东省外国专家局申请仲裁。

When a contract dispute occurs between the two parties, it shall be settled through negotiation or mediation as far as possible. If the negotiation and mediation are invalid, they can apply to Shandong Foreign Experts Bureau for arbitration.

本合同中英文版本一式两份，于\_\_\_\_\_年\_\_\_\_月 \_\_\_\_日\_\_\_\_\_在\_\_\_\_\_签署，合同双方各持一份。

This contract is signed in duplicate in both Chinese and English, on Month\_\_\_\_ Day\_\_\_\_\_ Year\_\_\_\_ In\_\_\_\_\_. Both parties shall hold one copy of the contract.

甲方（公章）： 乙方签字

Party A (official seal) Party B signature:

甲方代表签字：

Signature of Party A’s representative

日期： 日期：

Date: Date: