哈尔滨工业大学

**Harbin Institute of Technology**

**聘用合同书**

Contract of Employment

**（外籍全职）**

（For Overseas Full-Time Teaching Staff）

|  |  |
| --- | --- |
| **甲 方：** | **哈尔滨工业大学** |
| **Party A:** | **\_Harbin Institute of Technology\_** |
| **乙 方：** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Party B:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

哈尔滨工业大学人事处制

Harbin Institute of Technology Personnel Office

**甲方:**哈尔滨工业大学（以下简称“甲方”）

**Party A:** Harbin Institute of Technology（hereinafter referred to as “Party A”）

**法定代表人：**韩杰才

**Legal representative:** Han Jiecai

**通讯地址：**黑龙江省哈尔滨市南岗区西大直街92号

**Address:** 92 West Dazhi Street, Nangang District, Harbin, Heilongjiang Province, China

**邮政编码：**150001

**Postcode:** 150001

**乙方/Full name of Party B:** （以下简称“乙方”）/（hereinafter referred to as “Party B”）

**国籍/Nationality:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**性别/Gender：\_\_\_\_\_\_**

**护照号码/Passport number：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**出生日期/Date of birth：**\_\_\_/\_\_\_/\_\_\_（月/日/年）/（M/D/Y）

**在华通讯地址/Address in China：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**邮政编码/Postcode：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**电话/Phone number：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**所属国家住所通讯地址/Address in country of citizenship：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**邮政编码/Postcode：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**电子邮件/E-mail：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**电话/Phone Number：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**紧急联系人姓名及与乙方关系/Full name of emergency contact person （his/her relationship with Party B）：**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**紧急联系人电话/Phone number of emergency contact person：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

备注：乙方同意，在其处于联系障碍状态时（包括但不限于乙方因病住院、丧失人身自由等情形），委托上表中“紧急联系人”作为乙方的受委托人，该受委托人享有签署和解协议、调解及接受、代理相关文书的权限。

Note: Party B agrees that in the event that Party B cannot be reached (including but not limited to the conditions that Party B is hospitalized or has lost personal freedom）, the above mentioned "emergency contact person" shall be entrusted with the authority to accept amicable settlement or intermediation as well as to receive and sign on the relevant documents on behalf of Party B.

甲乙双方根据中华人民共和国有关法律、法规和规章的规定，在平等、自愿的基础上，经协商一致签订本合同书。

In accordance with the relevant rules, regulations, and laws of the People’s Republic of China, Party A and Party B shall, on the basis of equality and voluntariness, sign this contract by consensus.

第一条 合同期限

**Article 1 Duration of Contract**

本合同期限共 年，自 年 月 日至 年 月 日止。合同期限内，乙方应全职在甲方工作，未经甲方书面同意，不得兼职。

This contract shall have duration of \_\_\_\_ year（s） from the date of \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_ （Y/M/D） to \_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_\_ （Y/M/D）. During the term, Party B shall do a full-time job for Party A and shall not accept any part-time job without Party A’s consent.

第二条 入职要求

**Article 2 Pre-employment Requirements**

乙方应在收到甲方《聘用通知书》6个月内到甲方办理入职手续，乙方在甲方指定医院体检合格后，方可办理《外国人工作许可证》和《外国人居留许可证》，按本合同书16.6要求，在本合同生效后，入职手续办结。

乙方若体检不合格本合同不生效。

Party B shall arrive at Party A to initiate the employee onboarding process within 6 months from the date when the employment offer letter is received. Party B will be eligible to apply for the *Foreigners’ Work Permit* and the *Foreigners’ Residence Permit* upon passing the physical examination at a designated hospital. In accordance with clause 16.6 of this contract, the onboarding process will be finalized after this contract takes effect.

This contract will be invalidated if Party B fails to pass the physical examination.

第三条 试用期

**Article 3 Probationary Period**

3.1 本合同约定的试用期为2个月自入职之日起算。

3.1 The probationary period agreed in this contract is 2 months since the date of employment.

3.2乙方在试用期发生如下情形的，甲方可以无条件单方解除聘用合同，且无需支付任何费用：

3.2 Party A may unconditionally and unilaterally terminate the employment contract without any payment if the following circumstances occur during the probationary period:

3.2.1被证明不符合录用条件的；

3.2.1 It is proven that the employment conditions of Party B are not met.

3.2.2严重违反甲方规章制度的；

3.2.2 Party B has violated Party A’s rules and regulations.

3.2.3法律规定其他可以解除合同的情形。

3.2.3 Other circumstances under which the contract can be terminated by law.

第四条 岗位及工作地点

**Article 4 Position and Workplace**

4.1根据甲方工作需要及乙方的工作意向，甲方聘用乙方在甲方二级学院 工作，从事 岗位，所在学科 ，工作地点： 。

4.1 According to Party A’s needs and Party B’s career intentions, Party A employs Party B to work in Party A’s School of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the position of \_\_\_\_\_\_\_\_\_\_\_\_\_. Place of work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4.2乙方岗位职责、工作内容、关键业绩标准、考核办法、工资报酬以及与岗位有关的其他约定，由乙方所在二级学院与乙方通过签署《岗位薪酬约定书》确定。

4.2 Party B’s job duties, job description, key performance standards, assessment methods, salary and remuneration and other agreements related to the position shall be determined by Party A’s second-level unit and Party B by signing the “*Agreement on Salary and Duties*.”

第五条 工资及支付方式

**Article 5 Salary and Payment Methods**

5.1乙方的工资及各项福利待遇自乙方在甲方入职之日计发。

5.1 The calculation of Party B’s salary and other benefits will start on the date of employment.

5.2乙方的工资及支付方式按照乙方与所在二级学院签署的《岗位薪酬约定书》确定。

5.2 Party B’s salary and payment method shall be determined in accordance with the *“Agreement on Salary and Duties*” signed between Party B and Party A’s second-level unit.

5.3甲方按国家有关规定在乙方的工资等劳动报酬内代扣代缴乙方的个人所得税。

5.3 Party A shall withhold and pay for Party B’s personal income tax within Party B’s salaries and other remuneration in accordance with the relevant state regulations.

5.4除非甲乙双方另有约定，乙方依据本合同取得的均为含税工资。

5.4 Unless otherwise agreed between Party A and Party B, all salaries received by Party B under this contract shall be tax-inclusive.

第六条 工时

**Article 6 Working Hours**

乙方工作时间与甲方相同或相似岗位工作人员的工作时间相同。

Party B’s working hours are the same as those of Party A’s Chinese staff in the same or similar positions.

第七条 休假

**Article 7 Vacation**

乙方享受与甲方工作人员相同的公休假，公休假日包括元旦、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。

Party B enjoys the same public holidays as Party A’s Chinese staff. The public holidays include New Year’s Day, Spring Festival, Qingming Festival, May Day, Dragon Boat Festival, National Day holiday, Mid-Autumn Festival and other holidays as are determined by law.

第八条 工作纪律

**Article 8 Employee Discipline**

8.1乙方在华工作期间应遵守中国法律和甲方规章制度，不得从事任何损害中国国家利益和民族利益的活动，不散播任何有损中国共产党和中国形象的负面言论。

8.1 Party B shall abide by Chinese laws and Party A’s rules and regulations during his/her work in China, and shall not engage in any activities that harm China or China’s national interests, and shall not spread any negative remarks that harm the image of the Communist Party of China or the image of China.

8.2乙方在华期间有宗教信仰的自由，但不得在中国境内发展宗教教徒，不得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，不得制作或销售宗教书刊、音像制品等宗教用品，不得散发宗教宣传品。

8.2 Party B shall have freedom of religious belief during his/her stay in China, but shall not develop religious followers in China; without official approval, Party B shall not preach scriptures or sermons, conduct religious gathering activities in premises other than the legally registered places of religious activities; Party B shall not produce or sell religious books and magazines, audio and video religious products, or distribute religious propaganda materials.

8.3乙方需严守职业道德，尊重教学、科研工作，保证工作时间，完成《岗位薪酬约定书》约定的工作任务，接受甲方对其进行考核。

8.3 Party B shall strictly abide by professional ethics, respect teaching and scientific research work, ensure compliance with internal labor regulations (working hours, job descriptions), and complete the work tasks as agreed in *“Agreement on Salary and Duties.*” The performance of Party B shall be assessed in accordance with the “*Agreement on Salary and Duties”* and other relevant regulations imposed by Party A.

8.4乙方如因工作原因或个人原因需出国（境），应按照甲方规定，向所在二级学院书面申请，按《哈尔滨工业大学教职工请假管理规定》执行。

8.4 If Party B needs to go abroad （outside China） for work or personal reasons, he/she shall apply in writing to the second-level unit where he/she works and fulfill the approval procedures in accordance with Party A’s regulations. Party B shall follow the “Regulations on Leave of Absence for Teaching Staff of Harbin Institute of Technology”.

8.5乙方不得从事与甲方工作无关的社会工作。如采访，经商，咨询服务等，以及与其身份不符的其它活动。

8.5 Party B shall not engage in any social work that is not related to his/her job for Party A. Party B shall not engage in social activities such as taking part in interviews, doing business, offering consulting services, or any other activities that are irrelevant to Party B’s job for Party A.

8.6未经甲方书面同意，乙方不得在包括自媒体在内的媒体和平台上发表与工作内容有关的信息。

8.6 Without Party A’s written consent, Party B shall not publish information related to the work content in any media or any media platforms, self-media included.

第九条 考核

**Article 9 Appraisal**

甲方对乙方进行年度考核和聘期考核，按照甲方有关规定开展。若乙方年度考核或聘期考核不合格，甲方有权终止聘用合同，并停止发放工资及相关待遇。

Party A shall conduct an annual appraisal and a probationary period appraisal of Party B in accordance with the relevant provisions of Party A. If Party B fails to pass the annual appraisal or probationary period appraisal, Party A has the right to terminate the employment contract and stop issuing salary and relevant welfare.

第十条 病假和事假

**Article 10 Sick Leave and Personal Leave**

10.1乙方请病假，须凭甲方指定医院的证明材料向甲方二级学院书面申请。

10.1 Party B shall apply in writing to Party A’s second-level unit for sick leave with the supporting documents from the hospital designated by Party A.

10.2乙方患病或非因公负伤需要停止工作治病休息的，医疗期根据国家劳动人事相关法律规范确定，具体的，根据乙方在甲方实际工作年限给予三个月到六个月的医疗期。在甲方工作年限5年以下的，医疗期为三个月；5年以上的，医疗期为六个月。

10.2 The medical period when Party B needs to stop working for treatment and rest due to illness or non-duty injury is determined according to the relevant national labor and personnel laws and regulations. Specifically, Party B will be given a medical period of three months to six months according to the actual working years in Party A: for those who have worked with Party A for less than five years, the medical period is three months; for those who have worked for more than five years, the medical period is six months.

10.3医疗期内，乙方病假工资标准按国家及甲方有关规定执行。

10.3 During the medical period, Party B’s sick leave salary standard shall be implemented in accordance with regulations of Party A or relevant national regulations.

10.4乙方请事假应向所在二级学院书面申请，按《哈尔滨工业大学教职工请假管理规定》执行。

10.4 Party B shall apply in writing to the second-level unit where he/she is employed for leave of absence, in accordance with the “Regulations on Leave of Absence for Teaching Staff of Harbin Institute of Technology”.

10.5乙方未经甲方书面同意，擅自离开工作岗位的按旷工处理。每旷工１日，扣减一日工资；连续旷工超过15个工作日，或者一年内累计旷工超过30个工作日的，甲方有权解除本合同。

10.5 Party B shall be treated as absenteeism if he/she leaves his/her job without the written consent of Party A. For each day of absenteeism, one day’s salary will be deducted; if the absenteeism exceeds 15 working days in a row or 30 working days in a year, Party A has the right to terminate this contract.

第十一条 保密

**Article 11 Confidentiality**

11.1乙方对甲方负有保密义务，须遵守《中华人民共和国保守秘密法》及甲方保密相关规定。

11.1 Party B has an obligation of observing confidentiality rules of Party A and shall comply with the Law of the People’s Republic of China on Conserving Secrets and the relevant provisions of Party A on confidentiality.

11.2乙方若违反约定和法定的保密义务，应赔偿甲方损失并承担相应的法律责任。

11.2 If Party B breaches his/her agreed and statutory confidentiality obligations, he/she shall compensate Party A for losses and bear the corresponding legal liability.

第十二条 合同的变更、解除、终止

**Article 12 Modification, Annulment and Termination of the Contract**

12.1本合同书依法签订后，双方应当全面履行合同义务，未经协商，任何一方不得擅自变更或解除。

12.1 After this contract is signed in accordance with the law, both parties shall perform their contractual obligations in full and the contract shall not be changed or cancelled by either party without prior consultation.

12.2本合同书经甲乙双方协商一致可以变更。合同一方要求变更本合同的，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日内未答复的视为不同意变更本合同。

12.2 This contract may be changed by consensus between the parties. If one party to the contract requests a change to this contract, it shall notify the other party in writing of the change request, and the other party shall reply to the other party in writing within 15 days （inclusive）; if no reply is made within 15 days, it shall be deemed not to agree to the change of this contract.

12.3经甲、乙双方协商一致，可以解除本合同。

12.3 This contract can be cancelled by consensus between A and B.

12.4乙方单方解除本合同的，应提前30日以书面形式通知甲方，经甲方书面同意后，乙方按照规定办理离职相关手续。

12.4 If Party B unilaterally terminates this contract, Party B shall notify Party A in writing 30 days in advance, and after Party A’s written consent, Party B shall handle the handover formalities of resignation.

12.5乙方有下列情形之一的，甲方可以随时解除本合同，并要求乙方办理《外国人工作许可证》、《外国人居留许可证》注销手续，不支付任何费用及经济补偿：

12.5 Party A may terminate this contract at any time and require Party B to go through the procedures of cancellation of the Work Permit for Foreigners and Residence Permit for Foreigners without paying any fees and financial compensation if Party B is found responsible for the following circumstances:

12.5.1散播任何有损中国共产党和国家形象的负面言论；

12.5.1 Dissemination of any negative remarks detrimental to the image of the Communist Party of China and the State of China;

12.5.2乙方非法传播宗教内容或散布不恰当言论；

12.5.2 Illegal dissemination of religious contents or spreading of inappropriate remarks by Party B;

12.5.3乙方违反工作规定或操作规程发生责任事故，造成严重后果或利用工作之便谋取不正当利益的；

12.5.3 The occurrence of a liability accident by Party B in violation of work regulations or operating procedures, resulting in serious consequences or the use of work for improper benefits;

12.5.4乙方的考核结果为不合格；

12.5.4 Party A’s assesses Party B’s performance as unsatisfactory;

12.5.5未完成《岗位薪酬约定书》约定工作任务的；

12.5.5 Party B fails to complete the work tasks as agreed in the “*Agreement on Salary and Duties”*.

12.5.6 聘用合同期满前乙方未依法获得《外国人工作许可证》的延期及《外国人居留许可》延期的；

12.5.6 Party B fails to obtain the extension of Work Permit for Foreigners and the extension of Residence Permit for Foreigners in accordance with the law before the expiration of the employment contract;

12.5.7乙方违反本合同第八条工作纪律约定情形的，甲方有权解除本合同，甲方保留向乙方追偿的权利；

12.5.7 If Party B violates the circumstances agreed in Article 8 Employee Discipline of this contract, Party A has the right to terminate this contract, and Party A reserves the right to recover compensation from Party B;

12.5.8严重违反甲方规章制度的其他情形；

12.5.8 Other circumstances in which Party B violates Party A’s rules and regulations;

12.5.9违反中华人民共和国法律法规的其他情形。

12.5.9 Other situations in which Party B violates the laws and regulations of the People’s Republic of China.

12.6有下列情形之一的，甲方可以解除聘用合同，但应当提前三十日以书面形式通知乙方：

12.6 Party A may terminate the employment contract under any of the following circumstances, and in the meantime Party B shall be notified in writing thirty days in advance:

12.6.1乙方突发重大疾病或者非因工负伤的，规定的医疗期满后，不能从事原工作也不能从事甲方另行安排的工作的；

12.6.1 If Party B suffers from a sudden major illness or injury not arising out of work, and after the expiration of the prescribed medical period, is unable to perform the original work or to perform the work otherwise arranged by Party A;

12.6.2合同订立时所依据的客观情况因不可抗力等原因发生重大变化，致使原合同无法履行，经甲乙双方协商不能就变更合同达成协议的。

12.6.2 Where the objective circumstances on which the contract was concluded have changed significantly due to force majeure or other reasons, rendering the original contract impossible to perform, and no agreement can be reached on the variation of the contract after consultation between A and B.

12.7 有下列情形之一的，本合同书终止：

12.7 This contract is terminated if any of the following circumstances apply.

12.7.1合同期限届满；

12.7.1 The contract has expired;

12.7.2中国法律、法规规定的聘用合同终止的其他情形。

12.7.2 Other circumstances of termination of employment contract stipulated by Chinese laws and regulations.

12.8本合同解除或者终止时，根据中国法律关于聘用合同解除或者终止时的相关规定处理善后。

12.8 When the contract is annulled or terminated, clauses in Chinese laws related to the annulment or termination of employment contracts shall be observed.

第十三条 聘用合同的续订

**Article 13 Contract Renewal**

13.1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。聘期结束前若未签订新的聘用合同，聘用关系终止。

13.1 Party A and Party B shall discuss the possibility of contract renewal before the expiration of the current contract. If no new employment contract is signed before the end of the employment period, the employment relationship shall be terminated.

13.2 若乙方有意续订合同，应当在本合同期限届满前至少60日向甲方提出续订申请，双方同意续订后办理合同续订手续。

13.2 If Party B intends to renew this contract, it shall submit an application for renewal to Party A at least 60 days prior to the expiration of this contract and both parties agree to go through the renewal procedures upon the expiration of current contract.

第十四条 通知及送达

**Article 14 Notice and Delivery**

14.1乙方载明的电子邮箱为甲方合法送达地址。

14.1 The email address specified by Party B shall be Party A’s legal address for notifications.

14.2任何一方地址发生变更，应当以书面方式通知对方。

14.2 Any party shall notify the other party in writing of any change of address.

第十五条 争议处理

**Article 15 Dispute Handling**

15.1 双方在本合同履行过程发生争议且协商不成的，当事人可依法申请仲裁或提起诉讼。

15.1 In case of any dispute between the parties in the enforcement of the contract, if no agreement can be reached through negotiation, either party may apply for arbitration or file a lawsuit in accordance with the law.

15.2解释本合同内容和解决本合同纠纷适用中国法律。

15.2 Interpretation of the contents and settlement of disputes over this contract shall be governed by Chinese laws.

15.3本合同文本用中英文书写，中英文含义不一致的以中文为准。

15.3 The text of this contract is written in Chinese and English, and in the event of any discrepancy between the two languages, the Chinese version shall prevail.

第十六条 其他约定

**Article 16 Other Agreements**

16.1乙方在聘用期间所进行各项工作均为职务行为，知识产权归甲方所有。乙方在合同期限内取得的教学、科研等成果均属职务成果，所发表的论文、著作和申报的科研项目、奖励、专利等，均须同时以乙方和甲方名义署名（即必须同时署作者及作者单位，且甲方为唯一署名单位）。

16.1 All the work performed by Party B during the employment period is Party B’s work duties, and thus the intellectual property rights are owned by Party A. The results of teaching and scientific research obtained by Party B during the term of contract are the results of duties, and the published papers, works and declared scientific research projects, awards and patents must be signed in the name of both Party B and Party A (that is, the achievements shall be published in the name of both Party B as the author and Party A as only institution）.

16.2乙方应在离任前两星期内提交注销《外国人工作许可证》所需的材料，由甲方负责为其办理注销手续。在注销《外国人工作许可证》后一星期内，乙方应携带甲方提供的材料自行注销《外国人居留许可证》。

16.2 Party B shall submit the materials needed to cancel the work permit for foreigners within two weeks before leaving office, and Party A shall handle the cancellation procedures for him/her. Within one week after the cancellation of the Work Permit for Foreigners, Party B shall cancel the Residence Permit for Foreigners by himself with the materials provided by Party A.

16.3本合同一式三份，甲方留存二份，乙方留存一份。

16.3 This contract shall be made in three copies. Party A shall keep two copies and Party B shall keep one copy.

16.4乙方与其所在二级学院签订的《岗位薪酬约定书》等相关协议均是本合同书的必要组成部分，与本合同书有同等效力。

16.4 The relevant agreements signed by Party B and Party A’s second-level unit, such as “*Agreement on Salary and Duties”* are necessary parts of this contract and have the same effect as this contract.

16.5本合同书没有约定的内容，按中国法律法规及甲方相关规章制度执行。

16.5 Matters that are not included in this contract shall be handled in line with the relevant rules and regulations of Party A, as well as the laws of the People’s Republic of China.

16.6本合同经双方在聘用合同文本上签字或者盖章成立，依法成立的合同受法律保护；本合同在乙方依法办理有关来华工作手续并获得《外国人居留许可证》、在合同书上亲笔签名后生效，依法生效的聘用合同具有约束力，甲乙双方应当履行聘用合同约定的有关义务和附随义务。

16.6 This contract will take effect with both Party A and Party B signing or stamping the contract and will be protected by law as a valid agreement. This contract will take effect with Party B complying the administrative and legal processes for foreigners seeking employment in China, successfully obtaining the *Foreigners’ Residence Permit* and signing the contract. This contract will then be legally effective and binding to both Party A and Party B, who shall fulfill the obligations stated in this contract and other ancillary obligations.

16.7任何一方都不负责无法控制的情形如不可抗力造成的合同履行之延误或无法履行。

16.7 Neither party shall be responsible for any delay or failure in the performance of the contract caused by circumstances beyond its control, such as force majeure.

16.8聘用合同解除或终止前，需要办理《外国人工作许可证》注销手续的，按照国家有关规定办理。

16.8 If the Work Permit for Foreigners cancellation procedure is required before the termination or termination of the employment contract, it shall be handled in accordance with the relevant state regulations.

16.9本合同书的内容与中国法律、法规、规章的内容抵触或未约定的，以中国法律、法规、规章的规定为准。

16.9 If the content of this contract conflicts with or is inconsistent with the content of Chinese laws, regulations and rules, the provisions of Chinese laws, regulations and rules shall prevail.

甲方（盖章）：

Party A （seal）: 乙方签字：

法定代表人或委托代理人（签字）： Signature of Party B:

Signature of Party A’s legal representative

年（Y） 月（M） 日（D） 年（Y） 月（M） 日（D）