**哈尔滨工业大学**

Harbin Institute of Technology

**聘用合同书**

Contract of employment

**（外籍全职）**

(For Non-Chinese Citizen Full-Time Teaching Staff)

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| --- | --- |
| **甲 方：** |  **哈尔滨工业大学**  |
| **Party A：** | \_\_Harbin Institute of Technology\_\_ |
| **乙 方：** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Party B：** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **二级单位：** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Second-Level unit of Party A：** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

哈尔滨工业大学人事处制

**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：**周玉

**Legal representative:** Zhou Yu

**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/ 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：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**传真/Fax：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**紧急联系人姓名及与乙方关系/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，该受委托人享有和解、调解及接受、代理相关文书的权限。

PS: Party B agrees that in case of communication difficulties (including but not limited to the condition 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 related 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 laws, regulations and rules 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.

1. **合同期限**

**Article 1. Contract period**

1.1合同期限自**\_\_\_** 年**\_\_** 月**\_\_**日起至**\_\_\_**年**\_\_**月**\_\_**日止。合同期限内，乙方应全职在甲方工作，未经甲方同意，不得兼职。

1.1 The contract period of employment will be valid from \_\_\_\_/\_\_\_\_/\_\_\_\_\_ (M/D/Y) to \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ (M/D/Y). 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.

1.2 本合同规定乙方的试用期为1个月，自年**\_\_**月**\_\_**日起至年**\_\_** 月**\_\_** 日止。

1.2 The contract stipulates that Party B's probation period is 1 month, from \_\_\_\_/\_\_\_\_/\_\_\_\_\_ (M/D/Y) to \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_ (M/D/Y).

1.3经双方协商一致，合同期限可以变更。

1.3 The contract period can be changed by mutual agreement.

1. **岗位**

**Article 2. Position**

2.1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所在部门与乙方通过《岗位薪酬约定书》确定。

2.1 The responsibilities, job specification, key performance objectives, assessment methods, salary and other agreements related to the position of Party B shall be determined by Party B and his/her school or work unit according to *Agreement on Salary and Duties*.

2.2 甲方对乙方的工作考核由所在部门根据《岗位薪酬约定书》和甲方相关规定完成，考核结果分为合格与不合格。

2.2 The performance of Party B shall be assessed by the school or work unit in accordance with the *Agreement on Salary and Duties* and other relevant regulations imposed by Party A. Party B will be assessed as either qualified or unqualified.

1. **工时制**

**Article 3. Working days and working hours**

乙方的工作时间与甲方相同或相似岗位教师的工作时间相同。

Party B's working days and working hours are defined in the same way as those of Party A’s staff holding the same or similar positions.

1. **出差**

**Article 4. Business trip**

4.1合同期内，甲方可根据工作需要安排乙方出差。

4.1 During the contract period, Party A can arrange business trips for Party B according to job requirements.

4.2乙方出差期间的待遇按照甲方有关规定执行。

4.2 The standards for the expenses and benefits related to Party B’s business trips shall be determined in accordance with relevant existing policies of Party A.

1. **个人所得税**

**Article 5. Personal income tax**

5.1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。

5.1 Declaration and payment of personal income tax is an obligation of Party B. Party A shall deduct the tax from Party B’s salaries or other remunerations in accordance with relevant laws and regulations of China

5.2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和其他报酬。

5.2 Unless other special agreements are made between Party A and Party B, the salaries and other remunerations referred to in this contract shall be considered as Party B’s pretax income.

1. **保险**

**Article 6. Insurance**

### 本合同生效后，乙方应购买平安公司的来华人员综合保险，其涵盖范围为：身故保险、意外残疾保险、意外伤害医疗保险、门急诊医疗保险、住院医疗保险。购买该保险后，乙方按照保险条款规定可在中国境内的公立医院就诊并自行办理报销手续。有关保险和费用报销的详情请参阅《外籍师资手册》及保险公司网站，网址为http://www.lxbx.net。

After the contract comes into effect, Party B shall acquire Ping-An Insurance Company's comprehensive insurance for people coming to China, which covers death insurance, accidental disability insurance, accidental injury medical insurance, insurance for outpatient and emergency treatment and insurance for inpatient treatment. After purchasing these insurances, in accordance with the insurance clauses, Party B can see a doctor in China's public hospitals and file in applications for reimbursement as instructed. Details of the insurance and expense reimbursement can be found in the *Foreign Teachers' Manual* and the website of the insurance company (http://www.lxbx.net).

1. **休假**

**Article 7. Vacation**

乙方享受与甲方教师相同的寒暑假和公休假，这些公休假日包括元旦、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 summer and winter vacations and public holidays as the teaching staff of Party A including New Year's Day, Spring Festival, Qing-Ming Festival, International Labor Day, Dragon Boat Festival, Chinese National Day, Mid-Autumn Festival and other holidays stipulated by laws and regulations.

**第八条 工作纪律**

**Article 8. 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国家形象的负面言论。

8.1 Party B shall abide by China’s laws and Party A's rules and regulations during his/her work in China and shall not engage in any activity damaging the interests of China and Chinese people, or spread defamatory remarks about the Chinese Communist Party and 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 has the freedom of religion during his/her stay in China, but cannot develop religious believers in the territory of China. It is not allowed for Party B to promote religions in public or organize religious gatherings outside of lawfully registered religious institutions. Party B shall not produce or sell religious books, audio and video products and other religious articles or religious propaganda products.

8.3乙方需严守职业道德，尊重教学、科研工作，遵守甲方及甲方部门关于教学、科研工作的各项规定，保证工作时间和工作质量，完成既定工作任务，不得利用教学、科研时间外出旅游，接受甲方及甲方部门对其进行业绩考核，自觉提交教案、教材等教学文件和教学资料等。

8.3 Party B shall adhere to professional ethics, respect teaching and research work, observe all regulations of Party A and its schools and departments and ensure working hours and quality of work to complete the given tasks. It is not allowed for Party B to travel at the cost of the time required for teaching and research. Party B shall accept the performance assessment of Party A and its schools and department, and voluntarily submit lesson plans, textbooks and other teaching documents and materials.

8.4乙方承诺向甲方提供的个人信息真实准确，并配合甲方进行的情况调查，不得隐瞒、提供虚假信息或不配合情况调查等。

8.4 Party B shall ensure that the personal information provided to Party A is true and accurate and will cooperate in related investigations. Party B cannot conceal information, provide false information or fail to cooperate in investigations.

8.5乙方如违反8.1-8.4约定情形，甲方有权解除本合同，乙方需承担相应法律责任。

8.5 If Party B violates clauses 8.1-8.4, Party A shall be entitled to terminate the contract and Party B shall bear the corresponding legal liability

**第九条 病假和事假**

**Article 9. Sick leave and leave due to personal matters**

9.1乙方请病假，须凭甲方指定医院医生证明。

9.1 Party B shall take a sick leave with a medical certification of Party A’s designated hospital.

9.2乙方在一个合同年度内，累计病假不超过15个工作日，工资按照100%发放；超过15天至最长三个月的，病假期间工资按照不低于哈尔滨市最低工资标准的80%发放；累计休病假超过30个工作日的，甲方有权解除本合同书。

9.2 If the total number of the days of 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 80 percent of the minimum wage standard in Harbin, if the cumulative total of the days of sick leave exceeds 15 working days but does not exceed three months. Party A has the right to terminate the contract if the number of days that Party B takes sick leave exceeds 30 days.

9.3乙方请事假须以书面方式为之，经甲方同意后方可休假；一个合同年度内，事假累计不得超过10个工作日，连续事假不得超过三天。事假超出部分，甲方将按日扣发工资；事假每超过１日，将扣减一日工资。

9.3 Party B shall ask for leave in writing and take a leave with the consent of Party A. Within one contract year, the leave for personal matters shall last for no more than 10 working days and shall not last for 3 consecutive working days. Party A shall deduct the daily wages in extra days of leave. That is, the daily wage shall be deducted from Party B’s salary for each extra day of personal leave.

9.4乙方未经甲方同意擅离职守，按旷工处理。每旷工１日，扣减一日工资；连续旷工达7日，或一个合同年度内累计旷工达15日的，甲方有权解除本合同书。

9.4 If Party B is absent without the consent of Party A, it is regarded as absenteeism. For every day when Party B skips work, one day's wage will be deducted; In the case of a period of up to seven consecutive days or for a total of 15 days in one contract year, Party A has the right to terminate the contract.

**第十条 保密**

**Article 10 Confidentiality**

10.1乙方对甲方负有保密义务，须遵守甲方保密制度。

10.1 Party B has an obligation of observing confidentiality rules of Party A. Party B shall comply with the confidentiality regulations and procedures.

10.2乙方不得随意进出限制参观场所，不得复制传播学校内部资料和涉密文件资料等。

10.2 Party B shall not visit access-restricted places without permission and shall not copy and disseminate internal information and confidential documents of HIT.

10.3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信息时起，至涉密文件信息脱密或涉密文件信息已进入公开信息领域时止。

10.3 The period of confidentiality of Party B shall not be limited by the time limit of this contract, but shall extend from the time when Party B is aware of the information of the confidential documents to the time when the confidential documents are unclassified or have gone public.

10.4乙方若违反保密义务，应赔偿甲方损失并承担相应的法律责任。

10.4 Party B shall compensate for the loss of Party A and bear the corresponding legal liability if he/she violates the obligation of confidentiality.

**第十一条 合同的变更、解除、终止**

**Article 11 Modification, annulment and termination of the contract**

11.1本合同书依法签订后，双方应当全面履行合同义务，任何一方不得擅自变更或解除。

11.1 After the signing of this contract in accordance with the law, both Parties shall fully fulfill the contractual obligations and either party shall not arbitrarily modify or terminate the contract.

11.2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。

11.2 This contract can be modified by agreement between Party A and Party B. If one Party demands to modify this contract, the other Party shall be notified and give a reply within 15 days (including 15 days). It should be inferred that the other Party does not plan to modify this contract if no response is made within 15 days.

11.3经甲、乙双方协商一致，可以解除本合同。乙方解除本合同的，应提前30日以书面形式通知甲方，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、违约金。

11.3 With the consensus of Party A and Party B, the contract may be terminated. If Party B wants to terminate, Party B shall notify Party A in writing 30 days in advance. With the approval of Party A, Party B shall go through the formalities of employment exit and settle the relevant fees and penalty for contract violation in accordance with Party A's regulations.

11.4乙方有下列情形之一的，甲方可以随时解除本聘用合同，不支付任何解除合同的费用：

11.4 If Party B is found responsible for the following circumstances, Party A may terminate the contract at any time and does not need to pay any penalty:

11.4.1甲方对乙方的考核结果为不合格；

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

11.4.2根据甲方或甲方部门的听课评价、教学督导意见等工作质量评价，认为乙方不能胜任教学或科研工作的；

11.4.2 According to the results of evaluation of Party B’s performance, which are obtained in classroom observation and inspections by teaching supervisors and other forms of assessment initiated by Party A or Party A’s schools or departments, Party B is believed to be not competent for teaching or research work;

11.4.3乙方违反工作纪律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；

11.4.3 Party B violates the working discipline or instructions on operations, therefore liable for accidents with severe undesirable consequences or takes advantage of his position to seek illegitimate benefits;

11.4.4未达到既定工作时间或未完成既定工作任务的；

11.4.4 Party B fails to fulfill his duty in terms of the number of working hours or the completion of tasks;

11.4.5根据医生诊断，乙方患有传染疾病、精神疾病或其他疾病，严重影响正常教学工作；

11.4.5 According to an official medical diagnosis, Party B suffers from infectious diseases, mental illness or other diseases that seriously affect the normal teaching work;

11.4.6乙方未能提供或者未能及时提供办理在校期间《外国人工作许可证》和《外国人居留许可》所需的证明材料，致使乙方无法按时开始履行《岗位薪酬约定书》所规定的岗位职责；

11.4.6 Party B fails to provide in time documents required for the application for *Foreigners’ Work Permit* and *Foreigners’ Residence Permit*, so that Party B cannot fulfill the duties stipulated in *Agreement on Salary and Duties*;

11.4.7严重违反甲方规章制度的其他行为。

11.4.7 Other actions that seriously violate Party A's rules and regulations.

11.5 有下列情形之一的，本合同书终止：

11.5 This contract shall be terminated under any of the following circumstances:

11.5.1合同书期限届满，双方没有续签；

11.5.1 After the expiration of the contract, the two parties have not renewed the contract.

11.5.2中国法律、法规规定的聘用合同终止的其他情形。

11.5.2 Other conditions are stipulated in Chinese laws and regulations, which stipulate the termination of employment contract.

11.6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。

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

**第十二条 聘用合同的续订**

**Article 12. Contract renewal**

12.1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。如果甲、乙双方同意续订合同，应当在本合同期限届满前签订书面协议。

12.1 Party A and Party B shall discuss the possibility of contract renewal before the expiration of the current contract. With both parties agreeing on the renewal of the contract, a new contract should be signed in writing by both parties before the expiration date of this current contract.

12.2 如乙方有意续订合同，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。

12.2 In case Party B is willing to renew the current contract, Party B shall inform Party A of his/her intention by filing a written application at least 60 days before the expiration of the current contract.

**第十三条 通知及送达**

**Article 13. Notice and delivery**

13.1本合同中载明的地址、住所和通讯地址为双方履行本合同书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，对方向本合同书列明的单位地址或通讯地址送达文件的，视为通知已经送达。

13.1 The addresses, residence and contact addresses of both parties stated in this contract shall be the only valid and accessible addresses for the delivery of this contract. If either of the two Parties changes addresses, the other party should be informed of the change in a written notice. If one party fails to inform the other party of the change of his/her address, any documents sent to the original address should be considered received.

13.2 本合同履行过程中，任何涉及本合同变更、解除、终止等都应以书面形式通知。

13.2 During the enforcement of this contract, any matter regarding the contract’s modification, annulment and termination should be stated in written notices.

**第十四条 争议处理**

**Article 14. Dispute resolution**

14.1 双方在本合同履行过程发生争议且协商不成的，由黑龙江省劳动人事争议仲裁机构进行仲裁管辖。

14.1 If the two parties fail to negotiate in the course of the execution of the contract, the Labor Court of Arbitration of Heilongjiang province shall be responsible for arbitration.

14.2解释本合同内容和解决本合同纠纷适用中国法律。

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

**第十五条 其他约定**

**Article 15. Other agreements**

15.1 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，作者单位只能署甲方名且甲方为第一署名单位)。

15.1 Within the term of the contract, Party B’s achievements in teaching and research shall be considered as derived from Party B’s appointment by Party A. The published papers, works and declared scientific research projects, awards and patents shall be attributed to both Party B and Party A (that is, the achievements shall be publicized in the name of both Party A as the author and Party B as Party A’s only and first institution).

15.2 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，乙方须携带甲方提供的材料自行注销外国人居留许可。

15.2 Party B shall submit the required materials for cancellation of the *Foreigners’ Work Permit* within two weeks before leaving his/her post, and Party A shall be responsible for handling the cancellation procedures. Within one week after the cancellation of the "Foreigners’ Work Permit", Party B shall cancel the *Foreigners’ Residence Permit* using the materials provided by Party A.

15.3本合同一式三份，用中英文书写，甲乙双方和甲方二级单位各执一份。两种文字含义不一致的地方，以中文为准。

15.3 Three copies of this contract are created in both Chinese and English. Both parties and Party B’s school or work unit shall hold one copy. In case any part of the English text should be interpreted as inconsistent with the corresponding Chinese text, the Chinese text shall override the English text as the basis for interpretation.

15.4乙方与其所在工作部门签订的《岗位薪酬约定书》、相关协议（如果有）均是本合同书的必要组成部分，与本合同书有同等效力。

15.4 An *Agreement on Salary and Duties* signed between Party B and his/her school or working unit and other relevant agreements (if any) are necessary components of this contract and have the same legal effect as the contract.

15.5本合同书没有约定的内容，执行甲方针对全体教师制定的规章制度。

15.5 Matters that are not included in this contract shall be handled in line with the rules and regulations applied to all teaching staff by Party A.

15.6本合同书的内容与中国法律、法规、规章的内容抵触的，以中国法律、法规、规章的规定为准。

15.6 Any detail in this contract which is in conflict with the laws, regulations and rules of China shall be ignored in order to honor the laws, regulations and rules of China.

15.7本合同书经双方签字、盖章后生效。

15.7 This contract shall take effect after being signed by both Parties.

甲方法定代表人或委托代理人签字（盖章)： 乙方签字：

Signature of Party A's legal representative or agent: Signature of Party B:

年 月 日 年 月 日

\_\_\_/\_\_\_/ \_\_\_\_\_\_\_ (M/D/Y) \_\_\_/\_\_\_/ \_\_\_\_\_\_\_ (M/D/Y)