**哈尔滨工业大学**

Harbin Institute of Technology

**聘用合同书**

Contract of employment

**（外籍兼职）**

(For Non-Chinese Citizen Part-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（聘用单位）**：哈尔滨工业大学

**Party A (Hiring unit)**: 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)

**所属国家住所地通讯地址/Address in country of citizenship:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**电子邮箱/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.

**第一条 乙方的身份确认**

**Article 1. Identification of Party B**

乙方为甲方工作期间，甲乙双方之间的法律关系为劳务关系，不属于劳动法意义上的劳动关系，甲方不为乙方提供各项社会保险待遇。甲方鼓励乙方自行购买意外伤害和医疗保险，保险期覆盖在甲方的劳务期。

During the period of this contract of employment in which Party B works for Party A, the legal relationship between Party A and Party B is a service relationship, which should not be recognized as a labor relationship in the sense of labor law. Party A will not provide Party B with social insurance. Party B is encouraged to purchase accidental injury and medical insurance on one’s own, whose period is identical with Party B's service period.

**第二条 乙方的工作内容、工作报酬**

**Article 2. Party B's job responsibilities and remuneration**

2.1 乙方的岗位职责、工作内容、工作报酬、考核办法等由甲方二级单位与乙方通过附件《岗位薪酬约定书》约定。

2.1 Party B's job responsibilities and specification, remuneration, assessment methods, etc., shall be agreed upon by both Party A and its work unit and Party B and shall be stated in the appendix of *the Agreement on Salary and Duties*.

2.2 乙方在甲方工作期间发生疾病、意外伤害或事故的，乙方的医疗费用和其他损失，由乙方自行承担，甲方不承担任何责任。

2.2 Should Party B suffer from illness, accidental injuries or accidents during the period of this contract, Party B’s medical expenses and other losses would be borne by Party B, and Party A would not bear any responsibility.

**第三条 本合同的期限**

**Article 3. Contract period**

3.1 合同期限自\_\_\_\_\_年\_\_\_月\_\_\_日起至\_\_\_\_\_年\_\_\_月\_\_\_日止。

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

3.2 本合同期限届满经双方协商一致可以延长。双方应当另行签署协议确定合同期限以及双方权利义务。

3.2 The term of this contract can be extended by mutual agreement. Both parties shall sign an agreement to determine the duration of the contract and the rights and obligations of both parties.

**第四条 工作纪律**

**Article 4. Discipline**

4.1 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中华人民共和国国家形象的负面言论。

4.1 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 compromising the interests of China and Chinese people, or spread defamatory remarks about the Chinese Communist Party and the image of China.

4.2 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。

4.2 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.

4.3 乙方需严守职业道德，尊重教学、科研工作，遵守甲方及甲方二级单位关于教学、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，接受甲方及甲方二级单位对其进行业绩考核，自觉提交教案、教材等教学文件和教学资料等。

4.3 Party B shall adhere to professional ethics, respect teaching and research work, observe all regulations of Party A and its work unit and meet the requirements regarding working hours and quality of work pertinent to 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 implemented by Party A and its work unit, and voluntarily submit lesson plans, textbooks and other teaching documents and materials.

4.4 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。

4.4 Party B promises 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.

4.5 乙方如违反4.1-4.4 约定情形，甲方有权解除本合同，乙方需承担相应法律责任。

4.5 If Party B violates clauses 4.1-4.4, Party A shall be entitled to terminate the contract and Party B shall bear the corresponding legal liability.

**第五条 关于知识产权，乙方承诺**

**Article 5. Intellectual property rights related to Party B undertakings**

5.1 除非法律另有规定或者双方另有约定，乙方在本合同履行期间，根据甲方工作安排、由甲方提供资金、设备、技术、人员等物质技术条件或以甲方名义，由乙方单独或者共同完成的所有成果（包括发明创造、作品）所产生的专利权、著作权以及国家法律所保护的其他知识产权，除署名权由乙方享有外，其他权利均由甲方享有甲方，乙方依合同约定享有获得报酬的权利。

5.1 Unless otherwise provided for by law or otherwise agreed between both parties, during the period of this contract, the patents, copyrights and other intellectual property rights under the protection of Chinese laws that are awarded for Party B’s achievements obtained independently or jointly as a result of tasks assigned by Party A, with the support by Party A in terms of funding, equipment, technology or personnel, or in the name of Party A, are owned by Party A with the exception of the right of authorship that Party B is entitled to. Party B has the right to obtain remuneration according to the contract.

5.2 乙方在本合同履行期间直接或者间接地知悉的甲方秘密，乙方在本合同履行期间以及本合同终止、解除后，只要该秘密未通过合法途径进入公知领域，乙方就应当负有保密义务，且该义务是无条件的、无期限的，甲方不需要对乙方进行任何形式的补偿。

5.2 If Party B acquires direct or indirect access to Party A’s confidential information during the term of this contract, Party B shall be responsible for the protection of the confidentiality of the information both during the period of this contract and after the termination or annulment of this contract. As long as the secret is not made publicly accessible in legal ways, this obligation is unconditional and indefinite. Party A has no responsibility to compensate Party B in any manner.

**第六条 本合同的变更、终止、解除**

**Article 6. The modification, termination and annulment of the contract**

6.1 本合同经协商一致并签订书面协议可以变更，在变更协议签订并生效以前，本合同所有条款继续有效。

6.1 This contract can be modified through signing a written agreement. All terms of this contract will continue to be valid until the modification agreement is signed and becomes effective.

6.2 本合同在下列情况下终止：

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

6.2.1 本合同期限届满。

6.2.1 The term of this contract expires.

6.2.2 由于不可抗力造成本合同无法继续履行或者继续履行已经没有必要的。

6.2.2 Due to force majeure, it is no longer necessary for this contract to continue or remain in effect.

6.2.3 经双方协商一致终止履行的。

6.2.3 The two parties agreed to terminate this contract.

6.2.4 法律规定或者本合同约定的其他终止条件出现时。

6.2.4 When legal provisions or other termination conditions stated in this contract occur.

6.3 本合同在下列情况下解除：

6.3 This contract shall be annulled under any of the following circumstances:

6.3.1 乙方严重违反甲方规章制度，甲方有权解除本合同，乙方的行为造成甲方经济损失的，甲方有权追究乙方的赔偿责任。

6.3.1 If Party B has a serious violation of Party A's rules and regulations, Party A has the right to annul the contract. If Party B’s actions cause Party A’s pecuniary losses, Party A has the right to investigate Party B’s liability for compensation.

6.3.2 由于身体、能力、知识、工作态度、团队精神等方面的原因乙方不能胜任工作的，或者本合同订立时所依据的客观事实发生重大变化导致本合同无法继续履行的，甲方可以提前解除本合同，且甲方不构成违约。

6.3.2 If Party B is not qualified for work due to reasons such as health, ability, knowledge, work attitude, team spirit, etc., or this contract can no longer be fulfilled due to a major change in the objective facts on which the viability of this contract depends, Party A has the right to annul this contract in advance, and Party A does not bear the responsibility for breach of contract.

6.3.3 乙方提前30日书面通知甲方可以解除本合同，且不承担违约责任，但以下情况除外：

6.3.3 If Party B notify Party A in writing 30 days in advance of the termination of this contract, Party B shall not be liable for breach of contract, except in the following circumstances:

6.3.3.1 乙方有违反甲方工作纪律或者制度造成甲方重大经济损失的。

6.3.3.1 Party B violates Party A’s work discipline or policies and causes Party A’s major pecuniary losses.

6.3.3.2 乙方独立或者共同承担以甲方名义的重要项目，尚未完成且无法安排他人接替其工作的。

6.3.3.2 Party B fails to complete essential work in the name of Party A which he/she undertakes independently or jointly with others according to this contract. And he/she cannot provide his/her replacement who takes over the work.

6.3.4 甲乙双方协商一致可以提前解除本合同，双方对于违约责任有约定的，按照约定履行；双方没有约定的，互相不承担违约责任，但甲方为乙方承担了培训费用的，按照培训协议履行。

6.3.4 Party A and Party B may annul this contract in advance through agreement, and both parties shall fulfill the agreed contractual obligations as stipulated. Both parties do not bear the responsibility for breach of the contract if there is no agreement between them. However, if Party A bears the training expenses for Party B, both parties shall perform according to the training agreement.

**第七条 违约责任**

**Article 7. Liability for breach of contract**

7.1 甲乙双方应当依照约定严格履行各自的义务，任何违反约定全部或者部分不履行义务的行为，都构成违约行为，应当承担违约责任。

7.1 Party A and Party B shall strictly abide by their obligations in accordance with the terms of agreement. Any violation of all or part of the agreement will be regarded as an act of breach of contract and shall be liable for breach of contract.

7.2 违约一方应当按照本合同约定承担违约责任，本合同没有约定的，按照法律规定承担违约责任。本合同和法律均未规定的，如一方违约行为给对方造成了经济损失的，对方有权要求赔偿。

7.2 The party who violates the contract shall be liable for breach of contract in accordance with the terms of this contract. If not described in this contract, the liability for breach of contract shall be determined in accordance with the law. Unless otherwise stipulated by terms in this contract or laws, if one party’s breach of contract causes pecuniary losses to the other party, the other party has the right to claim compensation.

7.3 乙方违反本合同约定解除本合同的，以乙方上个月全部劳务报酬收入总额为基数，承担三个月的违约金。甲方的经济损失超过违约金的，乙方应当承担赔偿责任。

7.3 If Party B annuls the contact in violation of this contract, Party B shall bear liability for liquidated damages equivalent to three times Party B’s monthly salary paid by Party A, whose amount should be Party B’s total income as stated in all labor receipts in the previous month. If Party A’s pecuniary losses exceed the liquidated damages, Party B shall bear the liability for compensation for damages yet to be covered.

7.4 甲方违反本合同约定解除本合同的，按国家法律规定承担违约责任。

7.4 If Party A annuls the contract in violation of this contract, Party A shall bear the liability for breach of contract in accordance with the laws of China.

**第八条 本合同的理解**

**Article 8. Understanding of this contract**

8.1 本合同为双方同意后签署，取代双方此前就本合同有关事项的任何口头或书面形式的协议、合同、备忘录或其它任何安排。

8.1 This contract is signed after the agreement of both parties. This contract will supersede any agreement, contract, memorandum or any other arrangement in the form of any oral or written agreement between the parties previously related to this contract.

8.2 本合同双方承诺，对于本合同的所有文字及内容已经全部知晓、理解并认可，同意遵守并履行本合同的全部内容。

8.2 Both parties of this contract promise to know, understand and approve all the words and contents of this contract, and agree to abide by and act according to the entire contents of this contract.

8.3 在本合同的履行过程中，双方如对本合同的内容理解发生争议的，应当本着诚实、信用、公平、善良的原则协商处理。

8.3 In the course of the implementation of this contract, if any party has disputes over the content of this contract, they shall negotiate in accordance with the principles of honesty, credit, fairness, and kindness.

**第九条 其他**

**Article 9. Other agreements**

9.1 本合同自双方签字、盖章之日起生效。

9.1 This contract shall take effect on the date of signature and stamp of both parties.

9.2 与本合同有关的履行、协商、争议解决之程序和实体法律均适用中国法律。

9.2 The implementation, negotiation, dispute resolution procedures and substantive laws related to this contract are all governed by Chinese laws.

9.3 乙方与甲方二级单位签订的《岗位薪酬协议书》是本合同书的必要组成部分，与本合同书有同等效力。

9.3 An *Agreement on Salary and Duties* signed between Party B and his/her second-level unit of Party A are necessary components of this contract and have the same legal effect as the contract.

9.4 本合同未尽事项，由甲、乙双方另行议定，并签订补充协议。

9.4 The matters not covered in this contract shall be negotiated between Party A and Party B, and a supplementary agreement shall be signed.

9.5 乙方应在离任前两星期内提交办理注销《外国人工作许可证》材料，甲方负责办理注销手续；甲方提供办理居留许可注销材料，乙方办理注销手续。

9.5 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.

9.6 本合同书及其附件、补充协议中未规定的事项，均遵照中华人民共和国有关法律、法规和政策执行。

9.6 All matters not stipulated in this contract and its appendix or supplementary agreements are governed by relevant laws, regulations and policies of the People's Republic of China.

9.7 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。

9.7 Three copies of this contract are created in both Chinese and English. Both parties and second-level unit of Party A 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.

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)