Yunnan University of Finance & Economics

Contract of Employment

For Foreign Experts and Teachers

**Party A:** Yunnan University of Finance and Economics

**Legal Representative of Party A (President):** Fu Runmin

**Address:** No. 237Loangquan Road, Kunming, Yunnan, P.R. China

**Tel:** 86-871-65114945

**Party B (Foreign Expert or Teachers):**

**Name:**

**Gender:**

**Date of Birth:**

**Nationality:**

**Passport No.:**

**Phone Number:**

**E-mail Address:**

The rights and obligations of Party A and Party B are established in the contract. Both Parties confirm they fully understand and will implement completely any provisions in the contract. Unless Party B explicitly expresses his/her reservations over and his/her wish to cancel certain provisions when making the contract, Party B waives his/her right of defense on any of the provisions.

**Ⅰ** The two parties reach the following agreement after consultation in accordance with the principles of legitimacy, fairness and credibility and spirit of friendly cooperation, and both parties will obey the agreement.

**Ⅱ The period of contract shall be from the day of to the day of , in total months.**

**Ⅲ Obligations**

**1. Obligations of Party A**

**1.1** Party A shall introduce the laws and regulations relevant to foreign experts and teachers to Party B.

**1.2** Party A shall provide Party B with necessary equipment and conditions for working and living, and take full account of Party B’s reasonable demands

**1.3** Party A shall invite Party B on its initiative to participate in relevant teaching activities, and jointly consult on teaching arrangements.

**1.4** Party A shall review teaching of Party B and provide profession suggestions for improving.

**1.5** Party A shall provide the payment of Party B on time.

**2. Obligations of Party B**

**2.1** The Position of Party B is XXX Teacher . Party B shall complete his/her tasks assigned by Party A and ensure work quality of 16 class hours per week.

**2.2** Party B shall cooperate positively with Party A and complete his/her tasks agreed on, and accept the working arrangements, professional guidance, examinations and evaluations of Party A.

**2.3** Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.

**2.4** Party B shall enjoy the statutory paid holidays as the same as Chinese citizens.

**2.5** For the sick leave, it must be supported by a doctor’s note. Should the sick leave not exceed 15 working days during the whole contract period and Party B shall receive 100% of his/her normal salary. If the cumulative total of sick leave exceeds 15 working days but does not go beyond 3 months, Party A shall only pay the salary according to the actual teaching hours. If the cumulative total of sick leave exceeds 3 months, Party A has the right to terminate the contract.

**2.6** Party B shall apply to Party A 3 days in advance for personal leave. If Party B asks for personal leave for more than 3 days, Party A shall deduct wages on a daily basis. Party A shall have the right to terminate the contract if the accumulated personal leave exceeds 20 days in a contract period.

**2.7** Without the consent of Party A, the absence of Party B shall be treated as absenteeism. Three days’ salary will be deducted for one day’s absence. Absent from work more than 3 days, Party A will deduct the monthly salary of Party B. Party A shall have the right to terminate the contract if Party B has been absent from work for 7 days.

**2.8** During his/her stay in China, Party B and his/her families shall abide by Chinese laws and regulations as well as Party A’s relevant rules and regulations, consciously obey Party A’s management, and shall not organize, participate, promote and plan any religious activities or other illegal activities within the campus. If Party A finds that Party B is not in compliance with Chinese laws and regulations, Party A has the right to terminate the contract.

**Ⅳ Salary and Benefits**

**1.** Party A shall provide Party B with a monthly salary of RMB, which shall be paid by bank account transfer before 30th of the following month.

**2.** During the term of this contract, Party A shall provide Party B with a monthly housing subsidy RMB if Party B rents a house outside the campus; and Party B is responsible for all of the safety problems, personal injury, property damage caused to other people. If Party B accepts the on-campus accommodation provided by Party A, before use, Party B must sign an agreement according to *the Foreign Teacher's Apartment Regulation of Yunnan University of Finance and Economics*, and pay the deposit of 1000 RMB.

**3.** Party A shall provide Party B with a monthly international airfare subsidy of RMB.

**4.** Party A shall purchase accident insurance for Party B during the employment period.

**5.** Party A shall bear the expenses for Party B’s residence permit application in China and the medical examination fees of the institutions designated in China.

**6.** Unless otherwise agreed in the contract, the expenses incurred after the expiration of the contract shall be borne by Party B.

**7.** Party A shall not bear any expenses of Party B’s family members (Party B’s family members refer to Party B’s spouse, parents and children).

**8.** Party A shall withhold and pay personal income tax on Party B’s salary or other remuneration in accordance with relevant Chinese laws and regulations.

**Ⅴ Termination and Extension of Contract**

**1.** If Party A may terminate the contract before the expiration, Party A must notify Party B at least 30 days in advance in a written notice, and pay Party B’s salary until the date of termination of the contract, moreover also must pay the international airfare.

**2.** If Party B may terminate the contract before the expiration, Party B must notify Party A in a written notice at least 30 days in advance, and continue to work 30 days after the written notice. Party A shall pay Party B salary to the termination of the contract, but not pay for international airfare.

**3.** If either party proposes to extend the contract, it shall notify the other party three months before the end of the existing contract.

**Ⅵ Cancellation of the contract**

**1.** Under the following circumstances, Party A shall have the right to inform Party B to terminate the contract in the form of text message, the mobile phone number of Party B is . At the same time, Party A shall not pay the travel allowance and international airfare and salary to Party B, Party B has to pay 20% of the total amount of salary paid by Party A to undertake the responsibility of breaching contract and the attorney fee, travel cost, legal cost and appraisal cost, etc. of Party A for the realization of its right.

**1.1** Party B violates Chinese laws and regulations, and is pursued by Chinese judicial department of administrative and criminal liability in accordance with the law;

**1.2** Party B fails to fully perform its obligations hereunder and fails to correct in time after being pointed out by Party A;

**2.** Party B violates Session Ⅲ article (2.5),(2.6),(2.7) of the contract, Party A may terminate the contract by Party A to pay Party B salary, according to the actual teaching hours and not pay the travel allowance and international airfare.

**3.** If Party B asks to cancel the contract due to force majeure event, Party B shall provide a certification issued by relevant authorities, and agreed to terminate the contract by Party A, the expense for leaving China will be paid by Party B.

**4.** If Party B cancels the contract, in addition to the expenses for leaving China, he/she shall also pay penalty to Party A in accordance with the provisions of section (Ⅵ), Article (1).

**5.** For the death or injury caused by illness or accident of Party B within the contract period, the contract shall be automatically terminated, and Party A shall not bear any responsibility, and Party A shall assist Party B in dealing with the losses caused by third-Party infringement.

**Ⅶ Settlement of the dispute**

In the event of any dispute, both parties shall mediate to reach an agreement. If no agreement can be reached, the two parties shall negotiate and hold the final arbitration by the arbitration institution set by State Administration of Foreign Experts Affairs in accordance with the laws of the People's Republic of China.

**Ⅷ Supplementary Provisions**

**1.** This contract is made in duplicate and written in both Chinese and English. In case of any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

**2.** This contract shall come into force only after Party B has obtained the work permit and residence permit in China issued by relevant government departments.

**3.** Party A authorizes the International Cooperation and Exchange Office of Yunnan University of Finance and Economics (Legal Representative of Party A: ZENG QIAN ) to sign this contract with Party B.

**4.** The contents and terms of this contract shall be interpreted by Party A.

**Signature of Party A:**  Date:

**Signature of Party B:**  Date: