post doctoral research fellow Employment agreement

between

ZHEJIANG GONGSHANG UNIVERSITY

and

Dr. XXX

浙江工商大学与XXX博士

博士后研究员就业协议

**Party A**(Employer, referredas the “University” hereunder)

Name: Zhejiang Gongshang University

Legal Representative: Chen Shoucan,

Appointed Representative: Liu Renping

Address: 18 Xuezhang Street, XiashaGaojiao District, Hangzhou, Zhejiang

Phone: 0571-28877271

Fax:

聘方：（聘请单位）

单位名称：浙江工商大学

法定代表人：陈寿灿

委托代理人：刘仁平

地址：浙江省杭州市下沙高教园区学正街18号

电话：0571-28877271

传真：

**Party B**(Employed Foreign Experts or Professionals, referred as the “Employee” hereunder)

Name:

Gender:

Date of Birth:

Nationality:

Passport No:

Overseas Address: Door No:

Phone:

Fax:

受聘方：（外国专家、外籍专业人员）

姓名：

性别：

出生日期：

国籍：

证件号码：

境外住址：

电话：

传真：

1. Both parties, in line with the principles of legitimacy, fairness, equality, mutual understanding and trust, and in a spirit of friendly cooperation, willingly agree to sign this contract and pledge to fulfill all the obligations stipulated hereinafter.

双方本着合法、公平、平等自愿、协商一致、诚实信用的原则和友好合作的精神，自愿签订本合同并保证认真履行合同约定各项义务。

1. The terms of this contract shall be from to . On the completion, the contract can be possibly extended for another year upon to the agreement of both parties and the availability of fund.

合同期自 日起至 双方的协议及基金使用情况，在合同到期后可适当延长一年。

1. The Employee’s tasks and responsibilities should be referred to the Appendix 1.

受聘方的工作任务见附件1。

1. The Employee’s annual salary (before tax) is RMB **XXXXX** (one hundred forty thousands) for the first year and will be increased annually at a rate of 3 %. The salary will be paid monthly. Other provisions on remunerations should be referred to the Appendix 2.

受聘方的税前年薪第一年为人民币XXXXX年增加3%。薪资按月支付。其他有关待遇见附件2。

1. Obligations of the University

聘方的义务

* 1. Introduce to the employee relevant laws and regulations, and rules and regulations on foreign employees working in China.

向受聘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. Guide and supervise Employee throughout the contract term and assess performance.

对受聘方的工作进行指导、检查和评估。

* 1. Provide Employee necessary conditions of working and living.

向受聘方提供必要的工作和生活条件。

* 1. Assist to apply post-doctoral fellow status via Chinese government scheme.

为受聘人员申请中国博士后职位。

* 1. Ensure on time monthly salary payment to the Employee.

按时支付受聘方的报酬。

1. Obligation of the Employee

受聘方的义务

* 1. Obey Chinese laws and regulations and not interfere with the internal affairs of China.

遵守中国的法律、法规，不干预中国的内部事务。

* 1. Obey government rules and regulations on foreigners working and living in China. Conduct the agreed working plan and accept guidance, supervision, and performance assessment provided by the University. Take an active part in University’s activities. Shall not take any other part-time job without the consent of the University.

遵守聘方的工作制度和有关外国专家的管理规定，接受聘方的工作安排、业务指导、检查和评估，积极参加聘方活动。未经聘方同意，不得兼职。

* 1. Maintain highest possible standard and quality of work.

按时完成工作任务，保证工作质量。

* 1. Respect the religious policy of China. Shall not be involved in any activity which conflicts with the agreed roles and duties of the Employee.

尊重中国的宗教政策。不从事与身份不符的活动。

* 1. Respect moral norm and customs of Chinese people.

尊重中国人民的道德规范和风俗习惯。

1. Alteration, Discontinuation and Termination of the Contract

合同的变更、解除和终止

Both parties shall obey the contract. Neither party can alter, discontinue or terminate the contract without the consent of the other party.

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。

* 1. Modification of the Contract

合同的变更

The contract could be altered under the agreement of both parties. Parties must obey the contract before any alteration is agreed by both sides

经当事人双方协商同意后，可以变更。在未达成一致意见前，仍应当严格履行合同。

* 1. Discontinuation of the Contract

合同的解除

The contract could be discontinued under the agreement of both parties. Parties must obey the contract before contract discontinuation is agreed by both sides.

经当事人双方协商同意后，可以解除合同。在未达成一致意见前，仍应当严格履行合同。

1. The University has the right to notify discontinuation with a written form to the Employee under any of the circumstances set forth below:

聘方在下述条件下，有权以书面形式通知受聘方解除合同：

1. Employee fails to obey the contract or performance fails to meet required standard and no improvement is made after being made aware the University.

受聘方不履行合同或者履行合同义务不符合约定条件，经聘方指出后，仍不改正的；

1. In accordance with doctor’s diagnose, the Employee is unfit and unable to work after 30 day’s illness leave.

根据医生诊断，受聘方在病假连续30天后不能恢复正常工作的。

1. The Employee has the right to notify discontinuation with a written form to the University under any of the circumstances set forth below:

受聘方在下述情况下，有权以书面形式通知聘方解除合同：

1. The University fails to provide essential conditions and facilities of working in according to the contract.

聘方未按合同约定提供受聘方必要的工作和生活条件；

1. The University fails to pay the salary on time.

聘方未按时支付受聘方报酬。

1. Either party can discontinue the contract after giving 30 days’ prior written notice to the other party.

当事人一方要求解除合同，应提前30天以书面形式向另一方提出，30天以后方可解除合同。

1. Contract can be discontinued under the agreement of both parties.

双方协商一致，可以解除合同。

* 1. Termination of the Contract

合同的终止

1. The contract terminates when terms set in the contract expire.

合同期满该合同即告终止。

1. The contract could be terminated before its expiration under the agreement of both parties. Parties should continue to obey the contract before such agreement is reached.

经当事人双方协商同意后，也可以终止该合同。在未达成一致意见前，仍应该严格履行合同。

1. Appendix of the contract is an indispensable part of the contract and has the same legal force as the text of the contract.

本合同附件为合同不可分割的组成部分，与合同具有同等法律效力。

1. The legal validity of the contract begins immediately after being signed by the two parties and shall be terminated once it expires. A written notification should be given at least 30 days before the expiry date if a party wants to renew the contact or to sign a new contract. Negotiation and discussion must be taken by both parties before a possible new contract is agreed. In case of continued employment after the contract, the University takes responsibilities of applying for an extension of employment license to the labor administration department 30 days before contract expiration. After the agreed discontinuation and/or the termination of this contract, the University will take no responsibility for whatever occurred to the said Employee.

本合同自双方签字之日起生效，合同期满即自行失效。当事人一方要求签订新合同，应在本合同期满30天前向另一方提出，经双方协商一致同意后签订新的合同。聘方在合同期满前30日内，向劳动行政部门提出延长聘期时间的申请，经批准并办理就业证延期手续。受聘方合同期满后，在中国逗留期间的一切费用自理。

1. Settlement to Dispute

合同争议解决方式

Any dispute in connection with this contract shall be first of all settled between both parties concerned through consultation or intermediation. In case of no settlement can be reached through consultations or intermediation, both parties shall submit the dispute to Zhejiang Province Labor Personnel Dispute Arbitration Institute for arbitration. If either party refuses to accept the arbitration award, it may bring an action before the people’s court.

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，可向浙江省劳动人事争议仲裁院申请仲裁。对仲裁结果不服的，可向人民法院提起诉讼。

1. This contract in quadruplicate is signed on the date of (year) (month) (day) in Hangzhou.

本合同于 年 月 日在杭州签字。合同一式四份。

University : Employee:

聘方: 受聘方：

**APPENDIX 1**: WORKING TASKS OF THE EMPLOYEE

附件1：受聘方的工作任务

The Employee will join Professor Tao Zhou’s research group, and is responsible for the post-doctoral researches on the project of design and synthesis of novel tyrosinase inhibitors under the supervision of Professor Zhou. The tasks include:

受聘方加入 教授课题组，承担 项目的博士后研究员。工作任务包括：

1. Planning, designing, execution and completion of the experiment works of the project.

该研究项目的计划，实验设计，实验执行，参与完成；

1. Dissemination and communication of research achievements (i.e. participating in academic meetings and conferences, writing and publishing research papers).

研究成果交流（如参与学术会议报告，发表学术论文等）；

1. Participating in planning and applying new research projects.

参与申报新研究项目；

1. Participating supervision of student projects at undergraduate, master, as well as PhD levels.

参与指导博士硕士和本科生的研究工作；

1. Participating in the management of the daily operation and safety of the research lab.

参与实验室的安全与日常管理；

1. Participating in limited undergraduate teaching.

参与有限的本科生教学工作；

1. Participating in any other relevant activities as requested by the university, the school and the research group.

参与学校，学院及研究组要求参加的相关活动。

**APPENDIX 2**: OTHER PROVISONS ON REMUNATION OF EMPLOYEE’S

附件2：受聘方的其他有关待遇

1. Acquire the needed assistances on working visa, residence permit and employment license.

获得聘方必要协助以办理工作签证、居留证、就业证等文件。

1. Have the commercial health insurance paid by the University. The Employee should provide previous medical record and make a clear statement if there is any medical history.

享受聘方为受聘方购买的商业医疗保险。如有病史，需要提供病历，并如实告知。

1. Enjoy the statutory national holidays and 25 days paid leave every year. The paid leave could only be used in the current year and cannot be postponed to the next year. Paid annual leave is usually taken during the summer and should be arranged through discussion with the supervisor.

在聘期内享受国家法定节假日和每年25天的带薪休假（一般安排在暑假期间）。

1. The University will provide a working desk and chair and a desktop computer in shared office.

聘方提供受聘方公用办公室中的工作桌椅和台式电脑各一套供使用。

1. All the salary and remunerations would be paid monthly to an ICBC account.

所有薪资津贴均按月打入受聘方中国工商银行卡。

1. The University is only subjected to the remunerations under this contract and appendixes, not any other economic remunerations.

聘方承担本合同及附件约定给与受聘方之待遇，不再负担其他经济待遇。

1. The University will assist in arranging an appropriate accommodation in the campus. The cost of university accommodation should be much lower than that of private renting and the Employee is responsible for the cost.

聘方协助安排临时住房。