Party A(Employing	Party):			
甲方(雇用方):				
Address:				
地址: Legal Repr	esentative:			
法定代表人:				
Identification Numl 身份证号码:	ber:			
Party B(Employed 乙方: (受雇方):	Party):			
Name:		Gender:	Nationality:	
姓名:	性别:	国籍	· · •	
Birth Date:	Passport	No:		
出生年月:		护照号码:		
Address:				
地址:				
I.Party B	wishes	to engage the se	ervice of Party A Ganzhou K	ing Doctor
Kindergarten of Ox	cford Internat	tional as a fore	ign English teacher. The tw	o parties,in
a spirit of friendly	y cooperation	n,agree to sign	this contract and pledge	to fulfill
conscientiously all	the obligat	ions stipulated	in it.	
<i>乙方</i> 白愿作为	<b>与甲方</b>	外教在甲方从	事教学服务工作。双方在友好合	·作的基础上
签订本合同,并发誓证	尊守合同中所规	[定的各项条款。		
<b>TT F71</b>				
II.The period of se	ervice will be	e from	to	
乙方在甲方服务期限为	J	至	- 0	
III.The duties of Pa	arty B(See TH	IE APPENDIX)		
乙方义务。 (详见附	件)			

IV.Party B's monthly salary will be \(\frac{\fir}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fir}{\frac{\frac{\frac{\frac{\frac{\frac}{\frac{\frac{\frac}{\frac{\frac}}}}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fi

乙方在甲方工作期间月工资为; ¥ \_\_\_\_\_元,以人民币形式支付。

# V.Party A's Obligations

甲方义务:

1.Party A shall introduce to Party B the laws, decrees and relevant regulations enacted

by the Chinese government, the Party A'work system and regulations concerning administration of foreign experts.

甲方有义务向乙方介绍甲方所在当地的相关法律、法规以及甲方工作机制、规程、规定以及与外国专家管理相关的规章制度。

- 2.Party A shall conduct direction, supervision and evaluation of Party B's work 甲方对乙方的工作负责指导、监督以及评价。
- 3. Party A shall provide Party B with necessary working and living conditions.

甲方必须向乙方提供乙方工作和生活必需的条件和设施。

4.Party A shall provide Party B with an assistant for working and living affairs.

甲方应向乙方提供工作和生活联系人

5. Party A shall pay Party B's salary regularly by the month.

甲方应向乙方每月按期发放工资。

### VI.Party B's obligations

乙方义务:

1.Party B shall observe the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal affairs.

乙方必须遵守中国的法律、法规和将关规定,不干涉中国内政。

2.Party B shall observe Party A's work system and regulations concerning administration of foreign experts and shall accept Party A's arrangement, direction, supervision and evaluation in regard to his/her work. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.

乙方必需遵守甲方的工作制度及与外国专家管理相关的规定,并接受甲方在工作方面的安排、指导、监督和评价。未经甲方批准,乙方不得从事任何兼职工作。

3. Party B shall complete the tasks agreed on schedule and guarantee the quality of work.

乙方必须按照计划保质保量完成甲方委派的工作。

4.Party B shall respect China's religious policy, and shall not conduct religious activities incompatible with the status of an expert.

乙方必须遵守中国的宗教政策,不允许从事与外籍专家身份不符的宗教活动。

5.Party B shall respect the Chinese people's moral standards and customs.

乙方必须尊重中国人民的道德规范和风俗习惯。

6.If Party B has any contagious or serious diseases, or if Party B is female in pregnancy, child birth or baby nursing period, Party B has the duty to inform Party A before the contract is signed so that Party A can provide special care to Party B.Otherwise, Party A will not bear any related responsibilities.

乙方如有严重疾病或传染性疾病、或者女性有怀孕、待产、哺乳等情况,必须在签订合同之前, 向甲方如实声明,否则造成后果由乙方承担全部责任。

## VII.Revision, Cancellation and Termination of the Contract

合同的修改、取消和终止:

- 1.Both parties should abide by the contract and should refrain from revising, canceling, or terminating the contract without mutual consent(except that mentioned in VI,6). 双方必须严格遵守合同中所规定的内容。不经双方同意,不得擅自单方修改、取消或者终止合同。但本合同第VI 条第六款所规定的情况除外。
- 2. The contract can be revised, canceled, or terminated with mutual consent. Before both parties have reached an agreement, the contract should be strictly observed.

在双方同意的情况下,可以对合同进行修改、取消或者终止。但在此之前,必须严格遵守合同。

3.Party A has the right to cancel the contract with a written notice to Party B under the following conditions;

在以下情况下, 甲方有权以书面形式通知乙方终止合同:

(1)Party B does not fulfill the contract or does not fulfill the contract obligations according to the terms stipulated, and has failed to amend after Party A has pointed

it out.

乙方没有完成合同中所规定的内容,或者经甲方提醒仍没有履行合同中所规定的义务。

(2)According to the doctor's diagnosis,Party B cannot resume normal work after a continued \_\_\_\_\_ day sick leave.

经医生诊断, 乙方在连续\_\_\_\_\_日病假后仍不能恢复正常工作。

4.Party B has the right to cancel the contract with a written notice to party A under the following conditions:

在以下情况下, 乙方有权以书面形式通知甲方终止合同:

(1)Party A has not provided Party B with necessary working and living conditions as stipulated in the contract.

甲方没有按照规定为乙方提供工作和生活所需条件和设备。

(2)Party A has not paid Party B as scheduled.

甲方没有按期向乙方发放劳务报酬。

# VIII. Breach Penalty

违约金

When either of the two parties fails to fulfill the contract or fails to fulfill the contract obligations according to the terms stipulated, that is, breaks the contract, it must pay a breach penalty of  $\Psi$ \_\_\_\_\_\_RMB. 任何一方不能按照合同中所规定内容执行,

都将视为违约。违约方应承担¥ \_\_\_\_\_元人民币的违约金。

If Party B asks to cancel the contract due to events beyond control,it should produce certifications by the department concerned,obtain Party A's consent,and pay its own return expenses;If Party B cancels the contract without valid reason,it should pay its own return expenses and pay breach penalty to Party A. If Party A asks to cancel the contract due to events beyond control,with the consent of Party B,it should pay Party B's return expenses;if Party Acancels the contract without valid reason,it should pay Party B's return expenses and pay a breach penalty to Party B. 如果因不可抗原因乙方请求终止合同,须出示有关部门开具的证明材料,经甲方批准,自费返程路费。如果没有正当理由乙方擅自终止合同,乙方应自费返程路费,并承担违约责任。如果甲方因不可抗原因结束合同,经乙方同意后,应由甲方负责提供乙方返程路费。如甲方没有正当理由擅自终止合同,应负责向乙方提供返程路费,并承担违约责任。

IX.The appendix of this contract is an inseparable part of the contract and has equal effect 本合同附件与合同正文具有同等法律效力。

X.This contract takes effect on the date signed by both parties and will automatically expire when the contract ends. If either of the two parties asks for a new contract, it should forward its request to another party 2 weeks prior to the expiration of the contract, and sign the new contract with mutual consent. Party B shall bear all expenses incurred when staying on after the contract expires. 本合同自签订之日起生效,到合同期满自然终止。如其中任何一方有意延期,必须在合同期满 周前向对方提出,在双方同意下签订续约。合同期满后,乙方负责之后的所有滞留费用。

#### XI. Arbitration 仲裁

The two parties shall consult with each other and mediate any disputes which may arise about the contract. If all attempts fail, the two parties can appeal to the local court. 有关合同内容的含义,须双方及时互相沟通,及时处理其中可能存在的争议。如果经双方协商不能达成一致,可申请可向甲方所在地法院起诉。

Party A (签名)
甲方: Date
(Signature) 日期

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# Party B

乙方:

(Signature)

(签名)

Date

日期

(Passport of Party B)

(乙方护照)

签订合同有哪些注意事项?合同的订立方式具体包括了书面形式、口头形式以及其他形式等等,但不管是以哪种方式来订立合同的,此时都有一些事项是需要当事人了解注意的。

- 一、核实确认对方当事人的主体资格
- 1、合同对方为自然人:

核实并复印、保存其身份证件 (勿以名片代之),确认其真实身份、行为能力及资信状况,以钱款两清的方式来交易,以避免风险。

- 2、合同对方为"其他组织":
- (1)对方当事人为个人合伙或个人独资企业,核对营业执照登记事项与其介绍情况

是否一致; 由合伙人及独资企业经办人签字盖公章。

- (2)法人筹备处:确认经办人身份及股东身份,加盖法人筹备处和股东公章。
- 3、 合同对方除加盖公章、私章外,要亲笔签名。
  - (1) 在履行合同的过程中涉及到对方人员签字的地方
- (如验收单上)都要注意签字方的身份,是否具有合法的授权委托书,否则签字可能会变为个人的行为,最好在涉及到对方签字的地方都加 盖公司的印章加以确认。
- 4、合同对方为法人:

- (1)到当地工商部门查询其工商注册资料并实地考察其公司情况,确定其真实性;特别注意营业执照上的公司名称,上对方名称和企业营业执照上的名称保持一致,还应注意公司的样章的名称和营业执照上的一致。
  - (2)一般而言,合同上会要求有企业法定代表人的签字,在此应确

认在此处签字的人的身份, 如果不是法定代表有人, 则应特别注意该人员是否有公司或法定代表人的授权委托书, 并且应把 授权委托书、合同书及个人的身份证明放在一起保管,以保证签订合同的有效性。

- (3)应注意签约方的资信状况,以保证合同的有效履行。
- (4)签订合同必须加盖对方单位公章、合同专用章。

## 5、合同主体的考察方法

(1)、签约对方的主体资格签约对方为企业时,则应注意企业下属部门,如企业各部、科、室等是不具备主体资格,不能签约的 ,如果签订了这样的合同可能会因为主体不适格而被认定无效; 而企业的分支机构,如分厂、分公司、办事处等,则应看其是否具有对外开展业务资格 (是否有授权)?是否有非法人营业执照?如果有授权或非企业法人营业执照才有签订合同的资格,对分公司、分厂、办事处的审查,除审查分支机构的履约能力外,还应审查公司的履约能力的情况,因为在分支机构无力承担责任的情况下, 公司还应承担补充责任。 看注册资本, 是否与拟签合同标 的额相称,如差别较大,则可能风险也较大,应加以注意;看企业经营范围,看拟签合同业务是 否在经营范围内,不是,风险也较大;看企业的工商年检是否通过了工商部门年度检验, 有,则签定合同时风险也会较大。除以上的方式以外, 还应依据营业执照中记载的情况,

如果没 对公司的办公地点、人员、固定资产等进行实地考察和确认。 (2)、要核实对方资信情况在审核了对方的主体资格,没有问题后,则应核实签约对方的资信。 核实资信的方式与签约对象是新客户还是老客户, 有很大的区别, 如果是老客户, 则可以考虑与 其签合同,但要核对其之前的履约的情况,如履约情况差, 一般不能再与其签合同,既使签,也 只能同时履行合同, 既交货的同时付款的合同。 如果交货期较长, 则应要求对方先支付一定的履 行保证金,并要求在交货的同时付清全部货款; 对核对履约记录情况后, 如履 以上内容仅为本文档的试下载部分,为可阅读页数的一半内容。如要下载或阅读全文,请访问: <a href="https://d.book118.com/516135104034010113">https://d.book118.com/516135104034010113</a>