



## Reference Sample Of The Appendix Of Standard Work Contract For Foreign Cultural And Educational Experts

The host institution and the foreign cultural and educational expert shall, when signing the appendix of the contract, comply with the provisions of Administrative Measures on the Salary and living Treatment of Foreign Cultural and Educational Expert issued by State Administration of Foreign Experts Affairs and Ministry of Finance (Wai-Zhuan-Fa No.247 (1996)) and decide the salary and living treatment according to the concrete circumstances of the host institution and the foreign cultural and educational expert.

### APPENDIX OF STANDARD ENGAGEMENT CONTRACT NO.1001

#### I Work assignment

(The business department shall list the work assignment that the employed party is supposed to undertake in details without simplification. There shall be requirements on quality of the work the employed party undertakes.)

#### II The salary treatment

##### 1. Direct payment

Monetary salary RMB month. The salary will be paid monthly with RMB from the day of starting work to the expiration of the contract. In case the time is shorter than a whole month, the payment shall be counted by day. The daily wage shall be 1/30 of the monthly salary (the same with February). No more than 70% of the salary can be changed into foreign currencies monthly. The employed party shall pay the personal income tax in accord with the Personal Income Tax Law of The People's Republic of China.

##### 2. Indirect payment

The employing party will guarantee the fundamental living conditions for the employed party in China:

- 1) Providing lodging with furniture, bedding, telephone, television, refrigerator, toilet, heating and cooling facilities. (The lodging provided to the party whose employment term is longer than half a year (or one semester) shall be equipped with a kitchen.)
- 2) Providing free medical care. (The employing party shall pay all the medical cost for the employed party. Considering the current salary level of the foreign cultural and educational experts working in China and the medical care fees charged by Chinese hospitals for foreigners, there does exist conditions for them to cover part of the medical care expenses.) The employed party should receive medical treatment in the hospital foreigners appointed by the employing party, otherwise, the expenses shall be covered by the employed party. Expenses for registration, transportation for medical care, tooth inlaying, face lifting, massage, glasses, meals in hospital, tonics not for medical purpose, and doctors house calls shall be covered by the employed party.
- 3) Providing transportation to and from work or providing proper transportation allowance for the employed party whose work place is far from residence.
- 4) International air ticket (international economy class air ticket for the nearest distance between China and the country of the employed party)
- 5) Luggage transportation expenses (if by air transport, the expenses shall be calculated by separate transportation for 24 kilograms not by that of accompanying transportation. Alternatively, the expenses can also be paid to the employed party with 1/5 of the international air ticket price in RMB (roughly equivalent to the expenses for separate transportation of 24 kilograms). Since airlines between China and the U.S. stipulate to carry two large pieces of luggage of 64 kilograms for free, the employed party from the United States may not bear the luggage transportation expenses.

### **III Work Time, Rest and Holidays**

1. The work time of the employed party shall be 8 hours every day, and 5 days every week.
2. If the host institution arranges overtime work for the party employed, it will pay the employed party a salary higher normal work time according to legal standard.
3. The party employed is entitled to the following holidays and festivals in China.

New Year's Day, Spring Festival, May Day, National Day and other holidays stipulated by laws and regulations.

4. The party employed is entitled to the following festivals and holidays corresponding to their nationalities and religions.

Two days for Christmas, three days for Corban, one day for Lesser Bairam and one day for Water-splashing Festival.

5. The party employed is entitled to the paid annual vacation. Employed party under one year contract is entitled to a four week paid vacation. Employed party in educational institution under one academic year contract is entitled to a paid (winter or summer) vacation.

6. As a rule the party employed is supposed to work in China not longer than 5 continuous years. The next employment in China should be two years after.

### **IV Sick leave and private affairs leave**

1. Certificate from doctors for foreigners appointed by the host institution should be presented when the employed party asks for sick leave. If the sick leaves amount to less than 30 days within one contract term (one year or one academic year), the party employed shall be paid with 100% of the salary in case the leaves exceed 30 days, the host institution has the right to terminate the contract, or, if the contract is not terminated, the 70% of the salary will be paid until the normal work is resumed.

During the term of the contract, the medical care expenses of the employed party in the hospitals foreigners appointed local government during business errands shall be paid by the host institution; the medical expenses incurred during travels shall be covered by the employed party.

During the term of the contract, medical expenses incurred in Taiwan province, Hong Kong SAR, Macao SAR and places outside China will be covered by the employed party.

2. Private affairs leave of the employed party shall be approved by the host institution. The host institution will deduct the salary by day. In the contract term (one year or one academic year), the private affairs leaves should not exceed 10 days. The continuous private affairs leave shall be no more than 3 days, and two days. salary will be deducted for each day thereafter.

In case of absence from work without the host institution's permission. 3 days' salary will be deducted for each day absent. For serious circumstances. the host institution has the right to terminate the contract and investigate the liability of the employed party for violation of the contract.

### **V The Probation period of the Contract and the Credit Bail**

1. The probation period of the employed party shall be 60 days. In the probation period, if the host institution finds out that the employed party is unfit for the assignment specified in the contract for reasons of health or professional ability, it has the right to terminate the contract.

2. The employed party that is engaged through self-recommendation or others' introduction shall pay a certain amount of credit bail (600 \$ to 1,000 \$, or that set by the host institution) before entering China so as to prove his/her good faith for employment.

The host institution shall handle the formalities for the employed party to enter China after receiving the bail. The bail shall be returned to the employed party as the employment ends.

Where the host institution provides the employed party with the international air ticket to China, the employed party may purchase the ticket by him/herself (with the traveling expenses as the credit bail), and the expenses will be reimbursed before the expiration of the contract.

**VI Other items that the two parties think not covered by the standard contract.**

VII Confirmation and change of every term of the appendix of the standard contract must be stipulated in written form through negotiation between the two parties. Any oral agreement will be regarded as invalid.

This appendix has equal validity of the standard contract and comprises an integral part of the contract.

The signature of the host institution

The signature of the employed party