### 广东海洋大学外国专家聘用合同（中、英文版）



本着平等、互利和友好合作原则， 籍， ，译名为 称（乙方），同意与广东海洋大学（以下简称甲方）签署该聘用合同，合同自双方签字之日起生效，但乙方在聘期内才获得约定的由甲方提供的薪酬和福利。双方同意本聘期自 **年 月 日**起，至 **年 月 日**止，并在聘期内遵守以下条款：

1. 乙方接受在**广东海洋大学圣彼得堡船舶与海洋技术学院**(学院/部门）的**俄语专业课教师** 岗位，具体职责和义务将由该单位以合同附件形式予以明确；乙方须**在 月 日**（日期）到**广东海洋大学彼得堡船舶与海洋技术学院**报到，为在广东海洋大学即将开始的生活与工作做好准备。

二、甲方将给予乙方以下薪酬和福利：

1、薪酬按照广东海洋大学（GDOU）与俄罗斯圣彼得堡国立海洋技术大学（SMTU）教育机构的实施协议中财务保障执行。

2、支付乙方在校期间的食宿费和交通费。

3、提供配备了家具、电器、寝具、炊具等家用设施的免租金公寓一套。提供签证费用。

三、乙方将

1、保持诚信、友好、负责、可靠、合作和敬业。

2、尊重中国的宗教政策法律法规和中国文化。在校期间，不得在校内进行传教，不得在校外组织或参加非法宗教活动，不得组织学生到校外参加任何宗教活动，不讨论政治、宗教、伦理等敏感问题；严禁校内过宗教生活，发展信徒、设立宗教活动场所，建立宗教团体和组织、举行任何形式的宗教活动、散发宗教类出版物及宣传品。禁止携带有危害中国社会公共利益内容的宗教印刷品和宗教音像制品入境。

3、遵守学校的规章制度，服从管理、安排、指导、监督和考评；未经甲方同意，不得兼任与甲方无关的其他劳务，否则将会面临人民币五百至两千元罚款乃至合同终止；

4、与学生发生不正当关系及在校内外有不当行为，都会招致合同终止。

5、尊重中国的宗教政策和中国文化，不从事非法宗教活动，不讨论政治、宗教、伦理等敏感问题。

6、按时按要求保质保量完成指定工作。

四、甲方将

1、做恰当的相关情况介绍，帮助乙方熟悉生活、工作环境与要求。

2、提供适当的服务、协助和支持。

3、尊重乙方的文化、传统和习俗。

4、实施合理适当的指导、管理和评估。

5、如果发现乙方不能胜任其工作岗位，将不再聘请该教师来校授课。

五、违约金

1、当事人一方不履行合同或者履行合同义务不符合约定条件，即违反合同时，应当向另一方支付500-2000美元（或相当数额的人民币）的违约金。

2、乙方因不可抗拒力事件要求解除合同， 需出具有关机构证明，经甲方同意后，离华费用自理；乙方若无故解除合同，除离华费用自理外，还应当向甲方支付违约金；乙方若因违反合同而被甲方解聘，其离华费用自理。

3、甲方因不可抗拒力事件要求解除合同，经乙方同意后，乙方离华费用由甲方承担；甲方若无故解除合同，除负担乙方离华费用外，还应当向乙方支付违约金。

六、当事人双方须遵守本合同，合同的修改、撤销和终止均须征求双方同意；当争议不可调和时，任何一方可向国家外国专家局下设的仲裁机构提请仲裁。

七、本合同包含中英文两个版本，两个版本均具同等效力，如有不符，则以中文版本为主。

八、合同生效及其他

1、本合同若有附件，则视为合同不可分割的一部分，与合同具有同等效力。

2、乙方在试用期内，甲方若发现乙方的健康状况、业务水平、职业道德或人格品质不能胜任甲方工作，则有权解除合同。

九、甲方的合法代表是广东海洋大学国际交流合作部；凡未经授权且未加盖本单位公章的此类合同均视作无效合同。

十、本合同于  年  月 日签署，有效期至乙方聘期结束之日。

甲方（签字、盖章） 乙方（签字）Party B (signature)

日期： 年 月 日 日期： 年 月 日



Based on the principle of professional mutual benefit, (name of Party B) from the country , holding a passport identification number (), agrees to enter into this employment contract with Guandong Ocean University (GDOU, hereafter referred to as Party A). This contract shall become effective upon being signed and dated by both parties.

It is herewith agreed that the terms and conditions outlined in Sections Ⅰ to Ⅷ below will be respected and adhered to by both parties within the employment period from(date) to(date), during which period Party B shall receive the hereunder specified payments and benefits from Party A.

SECTION Ⅰ

Party B accepts the position **of professional course teacher** at the Faculty of **Saint-Petersburg Institute for Shipbuilding & Marine Technology of Guangdong Ocean University** (name of faculty or division), Party B shall report for duty to the International Office of GDOU on(date) to become acquainted with GDOU’s culture, especially its working practices.

SECTION Ⅱ

Party A shall remunerate Party B with the following pay and benefits for Party B's services:

1. Party B’s Salary will be paid according to the agreement between Guangdong Ocean University (GDOU) and St. Petersburg State Marine Technical University (SMTU) in Russia.
2. The accommodation and transportation during the period of his or her work in China will be paid by Party A.
3. A rent-free apartment with basic furniture, appliances, a bed and kitchenware．
4. Residence permit fee shall be paid by Party A.

SECTION Ⅲ

Party B shall:

1. Be loyal, approachable, and professional at all times．

2. Respect the laws, decrees, and relevant regulations enacted by the Chinese government and shall not meddle in China's internal affairs．

3. Respect and adhere to GDOU's rules and regulations and understand that he or she will be regularly managed, directed, supervised, and appraised by GDOU. Without Party A's written permission, Party B shall have no other paid or unpaid employment; otherwise, Party B risks incurring a breach-of-contract penalty of RMB500 - 2,000 and the possibility of being dismissed．

4. Have no inappropriate relationship with a student, nor should Party B behave in an unbecoming manner either on or off campus; disregard of this clause may result in an early termination of this employment contract．

5. Respect China’s religious policies, laws, and regulations and Chinese culture. During their stay at school, foreigners are not allowed to engage in missionary activities on campus, organize students, or participate in illegal religious activities off-campus, or discuss political, religious, ethical, and other sensitive issues. On campus, it is strictly forbidden to conduct religious activities, develop followers, establish sites for religious gatherings, or form religious groups or organizations. Additionally, it is prohibited to hold any religious activities and disseminate religious publications and propaganda materials. And religious printed matter or religious audio-visual products that are detrimental to the public interests of Chinese society are prohibited from being brought into Chinese territory.

6. Complete his or her assigned work punctually and in a manner befitting a foreign expert.

SECTION Ⅳ

Party A will;

1. Offer relevant guidance to facilitate Party B's life and work．

2. Provide Party B with adequate services, assistance, and support．

3. Respect Party B's culture, traditions, and customs．

4. Appropriately direct, supervise, and appraise Party B．

5. Cancel the contract if Party B is found to be ineligible for their position．

SECTION Ⅴ

Breach Penalty

1. One Party shall pay the other US$500 to 2,000 (or the equivalent amount in RMB) as a breach penalty when either of the two parties has failed to fulfill the contract or meet the obligations as stipulated in the contract.

2. Should Party B be prevented from executing the contract by unpreventable and unavoidable force to request the cancellation of the contract, Party B shall notify Party A of the circumstances of the events and provide a valid document issued by or certified by the department concerned. With Party A’s consent, Party B can terminate the contract, but he shall pay all the expenses for his return. Should Party B cancel the contract without a valid reason or Party A’s consent, Party B shall pay the breach penalty to Party A as well as his or her return expenses.

3. Should Party A be prevented from executing the contract by unpreventable and unavoidable force, to request the cancellation of the contract, Party A shall confer with Party B and pay his or her return expenses if Party B agrees on the cancellation. Should Part A cancel the contract without a valid reason or Party B’s consent, Party A shall pay the breach penalty to Party B as well as Party B’s return expenses.

SECTION Ⅵ

Both parties shall abide by the contract; no revision, cancellation nor termination of the contract will be permitted without mutual consent; when insoluble disputes arise, either party may appeal for a binding judgment from the arbitrator, the State Administration of Foreign Experts．

SECTION Ⅶ

This contract is written in both Chinese and English; both versions shall be equally valid. However, in the event of any discrepancy, the Chinese version shall prevail.

SECTION Ⅷ

Effectiveness of the Contract and Miscellaneous

1. Any appendix to be added to this contract when necessary shall be referred to as an inseparable part of the contract and equally valid and effective.

2. During the trial, Party A has the right to terminate the contract with Party B if Party A finds out Party B is not eligible for the position due to his or her health conditions, academic level, professional morality, or social manners.

SECTIONⅨ.

The legal representative of Party A is the International Affairs Office of GDOU; any contract signed by unauthorized persons and with no seal of the aforesaid organization is invalid．

SECTIONⅩ.

This contract is signed on the day of **,** and shall remain in effect until the contract expires．

Party A (authorized signature and seal)          Party B (signature)

Date: y m d Date: y m d