## **EMPLOYMENT CONTRACT of**

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# EMPLOYMENT CONTRACT of

Employer (Party A):
Leagal Representative:
Address:
Employee (Party B):
Gender:
Date of birth:
Nationality: United States of America
Passport No.:
Overseas Address:
Telephone Number:
Fax Number:

Both parties, in line with the principles of legality, fairness, equality, and mutual agreement, to ensure the implementation of , and to guarantee the legal rights and obligations of both parties, based on CoC laws and rules concerned, agree to sign this contract.

#### I. Duration of the Contract

The term of this contract will be 3 years since the date of signature. Both parties can sign the new contract through consultation and mutual consent after the contract is upon expiration with the permission of superior authorities department.

## II. Party B's employment objectives and tasks

1. Party B's employment objectives on the position during the implementation of the contract.

Party B is supposed to grasp the international frontier and developing direction in the field of to raise the scientific conception with forward-looking, strategic and innovative scientific idea. Party B is supposed to make Party A to be the scientific base of scientific research, talents cultivation

and international cooperation with important influence. Party B is supposed to get influencing research achievements, to build a high level innovative research team and to cultivate a group of young and middle-aged academic backbone researchers and excellent Ph. D students.

2 . Party B's work tasks during the implementation of the contract.

### (1) Scientific research

Party B shall face to the needs of the national strategy and the frontier of international science and technology, to organize the scientific team members to apply and undertake at least one national major projects, key projects or international cooperation projects, and to publish 10~15 high level articles in the renowned and important international academic journals in the name of Foreign University , and to declare 3-5 national or international invention patents, and strive to obtain national or scientific and technological awards.

### (2) Scientific Team construction

Party B shall build a scientific team with strong ability of research and innovation in his field and introduce and cultivate and high level talents such as fund winners.

#### (3) Talents Cultivation

Party B shall guide 1~3 distinguished young scholars and 2~4 doctoral students of Foreign University and help them to publish systematic articles in the international renowned journals. And Party B shall guide young teachers to obtain national awards for outstanding scientific research achievements or important international academic awards.

#### (4) International Exchange and Cooperation

## III. Rights and Obligations

## 1. Party A's rights

(1) Party A shall manage Party B's work according to the employment objectives and tasks on the basis of the working instructions of

(2) Party A shall conduct regular evaluation of Party B's work according to the **CoC** Laws and regulations of Party A.

- 2. Party A's Obligations
- (1) Party A shall respect Party B's legal rights.
- (2) Party A shall provide Party B with necessary working and living conditions.
- a. Working and lab conditions: Party A shall provide Party B with working and lab conditions according to Party B's requirement
- b. Funding for science research supporting: Party A shall provide Party B including from national funding during the term of this contract to the construction of new direction and infrastructure construction, equipments and instruments purchasing. This amount of money shall be managed by Party A, Party B can use it after discussing with the co-professor from Party A.
- c. Academic team construction condition: Party A shall construct academic team according to Party B's requirement and provide as the funds of academic team construction each year. The funds shall be mainly used as the payment, accommodation, and travel expense of Party B and the team members. This amount of money shall be managed by Party A, Party B can use it.

- d. Payment and living conditions: Party A shall provide Party B with fifty thousand U.S. Dollars (\$50,000) a month, (pre-tax) paid according to his working time in Foreign University. Party A shall provide Party B with (after tax) as living allowance which will be paid 1/3 annually for three years.
- e. Party A shall provide Party B with necessary conditions to supervise postgraduates, doctor candidates, post-doc researchers and visiting professors. The person shall be recommended by Party A, and then examined and chosen by Party B.
- (3) Party A shall provide policy and related support in the university to ensure Party B to fulfill the obligations in the contract.
  - 3. Party B's rights
- (1) Party B can use the working and living conditions provided by Party A.
- (2) Party B can appeal to the administrative authority if Party A fails to fulfill the obligations as stipulated in this contract.
  - 4. Party B's Obligations
  - (1) Party B shall observe relevant laws and regulations of

the and the rules and regulations of the university.

- (2) Party B shall work for Party A for **up to** nine months a year. Including the time he works in **CoC** or the other ways working for Party A, such as apply for international cooperation projects, cultivating young teachers and graduate students, organizing international conference, applying for patents and publishing papers in the name of Party A.
- (3) Party B shall fulfill the tasks assigned to him and shall be subject to Party A's inspection, assessment and supervision.
- (4) All educational and academic achievements which Party B obtains at the position are assignment outcome. Author's name and his unit should be affixed to all the published papers and works, award applications, patent applications and research project applications (except for international projects). And the first unit has to be Foreign University

#### IV. Assessment

- 1. Party A is responsible for the daily management of Party B.
- 2. Party A is responsible for the assessment of Party B to examine the results of the tasks of Party B.

3. At the end of effective period of this contact, Party A will assess Party B according to this contact and the work commitment. Some overseas experts will be invited to join the assessment. The assessment report will be delivered to the national relevant departments.

#### V Contract modification and termination

- 1. Party A has the right to terminate this contract if Party B could not fulfill the stated tasks or could not pass the assessment or is found behaviors violating laws or disciplines during the implementation of the contract.
- 2. Party B could ask for resignation during the implementation of the contract for special reasons but should notify Party A his wish to terminate the contract at least ninety (90) days in advance. Party A is responsible for reporting to the national related department. Only getting the permission and finishing the handover, could the contract be terminated.
- 3. During the employment, in case of any reason that both sides can't foresee or unable to prevent, that the contract could not be normally performed. The contract could be modified or terminated in accordance with the relevant regulations of the

#### VI. Others

- 1. Party A will help Party B apply for one to three years validity period multiple entry visas.
- 2. Party B has the right to enjoy the same medical treatment as that of the staff of Party A. Party A shall buy accident injury insurance for Party B.

#### VII. Supplementary articles

- 1. This Contract, in triplicate, becomes effective from the date of signature by two parties. Each party holds one copy and another copy will be filed by higher authorities.
- 2. In addition to the force majeure factors that, both parties should fulfill any articles in this contract. The contract may be amended by mutual consent of the two parties. Any dispute about this contract should be negotiated by two parties.
- 3. By mutual consensus, supplemental agreements can be signed for any other item not mentioned in this contract and have the same effect as this contract.

Party A Party B
( signature ) ( signature )

Date Date