Contract number：

Qilu university of technology （Shandong Academy of Sciences）

Employment Contract of Foreign Staff

Party A **Qilu University of Technology （Shandong Academy of Sciences）**

Party B

Printed by Qilu University of Technology（Shandong Academy of Sciences）

2024 edition

Party A Qilu University of Technology（Shandong Academy of Sciences） (hereinafter referred to as "Party A")

Legal Representative Duan Peiyong

Registered address: Daxue Road, University Science Park, Changqing District, Jinan, Shandong 250353.

Party B (hereinafter referred to as "Party B")

Nationality Switzerland Gender Man

Passport number Date of birth

Tel E-mail

Permanent address: Room 211, Building 25, University Science and Technology Park, Changqing District, Jinan, Shandong Province

Party A intends to hire Party B to provide the following services on a full-time basis, the two parties have reached the following agreement：

**I. Term of the Contract**

**Article 1 Term of Contract**

1.1 This contract starts from August 01, 2024 and ends on July 31, 2025.

**II.Jobs**

**Article 2 jobs**

2.1 Party A manages Party B in accordance with national laws and regulations and Party A's relevant provisions. Party B agrees that it will consistently perform its duties and responsibilities and fulfil its position to the best of its ability.

2.2 Party B is a foreign cultural and educational expert hired by Party A (lecturer of Mechanical Engineering College).Party B's workplace is located in Jinan City, Shandong Province, China.

2.3 The tasks and related obligations of Party B are:

2.3.1 The courses taught by Party B are;Scientific and Technological German Communication and Exchange 1, Scientific and Technological German communication and exchange 2, Scientific and technological German communication and exchange 3, Scientific and technological German communication and exchange 4, Introduction to German Industrial Technology 1, Introduction to German Industrial technology 2, a total of not more than 360 hours.

2.3.2 Party B shall comply with Party A's teaching arrangements, and complete the examination and make-up examination (A, B) on time, marking, score entry and other work.

2.3.3 Party B shall accept the business guidance provided by Party A to improve the teaching quality, participate in teaching seminars, comply with the relevant teaching management system of the school, and accept the inspection and evaluation of Party A.

2.3.4 Completing other work tasks assigned by Party A.

2.3 Party B shall not, during the validity period of this contract, simultaneously establish labour relations with other employers or individuals without obtaining Party A's prior written consent.

III. Remuneration for Work and Tax Settlement

Article 3 wages

3.1 The salary of Party B is RMB 120,000 per academic year, which is divided into 12 months, and half of it is borne by the university's foreign specialist fund and the Department of Mechanical Engineering. The salary shall be paid to the bank card designated by Party B on a monthly basis from the commencement date of the contract to the expiration date of the employment term. Teaching tasks other than the contract workload shall be agreed by both parties through negotiation, and Party A shall pay the extra remuneration for extra class hours agreed by both parties through negotiation. Extra class fee is RMB 200 / class.

3.2 It is Party B's obligation to declare and pay personal income tax, which shall be withheld and remitted within Party B's salary or other remuneration according to relevant national regulations.

3.3 Unless otherwise agreed by Party A and Party B, what Party B gets according to this contract is pre-tax salary and other remuneration.

**IV.Welfare benefits**

**Article 4 Insurance**

4.1 Housing conditions: Party A provides Party B with Room 211, Building 25, Changqing Campus.

4.2 Medical insurance: Party A buys Party B sufficient personal accidental injury and serious illness medical insurance, the insurance period covers the starting and ending time of working in Party A, and the cost is borne by Party A. In case of Party B's accidental injury or hospitalisation for serious illness, the insurance company will be responsible for the compensation according to the terms of the contract, and if there are additional costs not covered by the insurance, they will be borne by Party B individually.

4.3 Transportation: Party A may subsidize Party B's flight ticket to China and leave China, and the specific funding method and amount shall be designated by Party A. If Party B returns to China after the end of the employment period, Party B shall notify Party A at least one and a half months in advance before the end of the employment period to receive the transportation subsidy provided by Party A. The specific amount of transportation subsidy received by Party B is 15,000 yuan, half of which shall be borne by the university's foreign special fund and the Department of Mechanical Engineering. Party A shall confirm the specific price and have the right to interpret it by referring to the actual market price of the ticket at that time. At the same time, the transportation subsidy received by Party B shall be withheld by Party A at the time of issuance in accordance with the provisions of the Chinese tax law.

4.4 Party B is required to pay the following main expenses, including but not limited to: the fee for document processing, notarisation of relevant documents, residence permit fee, medical examination fee, etc. upon arrival.

**Article 5 Vacation**

5.1 Party B shall enjoy paid holidays for China citizens: New Year's Day, Spring Festival, Tomb-Sweeping Day, International Labor Day, Dragon Boat Festival, National Day, Mid-Autumn Festival and other holidays stipulated by law, but shall abide by the temporary curriculum adjustment made by Party A due to holidays, and shall not violate the contract such as absenteeism.

**V. Work discipline and rewards and punishments**

**Article 6 Work discipline**

6.1 Party B shall abide by the laws and regulations of Party A's country.

6.2 If Party B violates Party A's rules and regulations, employment discipline and relevant provisions of this contract, Party A will criticize, educate and impose financial penalties on Party B until this contract is dissolved, and will not pay any compensation fees.

**Article 7 Sick leave and personal leave**

7.1 During a contract period, the accumulated sick leave of Party B shall not exceed 15 days (working days), and the salary shall be paid at 100%; If it lasts for more than 15 days to three months at the longest, the salary during the sick leave period shall be no less than 80% of the minimum wage in Jinan。

7.2 During a contract period, Party B's accumulated personal leave shall not exceed 10 days, and the continuous personal leave shall not exceed 3 days. Every day over, the wages of that day will be deducted. If the continuous work lasts for more than 3 days, 30% of the salary of the month will be deducted.

**Article 8Absenteeism, Disciplinary Treatment**

8.1 If Party B leaves his post without Party A's consent, it shall be deemed as absenteeism. If you are absent from work for 1 day, 10% of your salary for that month will be deducted; If you are absent from work for more than 3 days, 50% of your salary for that month will be deducted.

**VI. Representations and Warranties**

This Contract provides for you to work on a full-time basis, and you warrant that you have legally and validly terminated other employment relationships and related contractual arrangements (including, but not limited to, contracts of employment, non-competition agreements, and length-of-service agreements) with other employers, corporations, and educational or research institutions prior to the conclusion of this Contract, and that there are no outstanding amounts, charges, obligations or liabilities of any kind.

You warrant that all documents, materials and certificates provided by you to us for the purpose of applying for a position with us in relation to your education, professional qualifications and work experience are true, valid and not misleading.

**VII. Intellectual property rights**

Any intellectual property rights created by you during your tenure of office shall be owned by us, except that you shall have the right of authorship of the work created, except for intellectual property rights arising from your prior permission from us and without the use of our facilities, personnel and funds.

**VIII. Changes, termination and cancellation of contracts**

**Article 9. Changes in the contract of employment**

9.1 After this contract is signed according to law, both parties to the contract must fully perform their obligations stipulated in the contract, and neither party may change the contract without authorization.

9.2 Party A and Party B can modify this contract through negotiation; If both parties fail to reach an agreement, this contract shall remain valid.

9.3 During the performance of this contract, if some clauses of this contract can't be continued due to changes in newly promulgated laws, regulations and policies of the state and Jinan, this contract shall be adjusted and changed according to laws, regulations and policies.

9.4 During the performance of this contract, if the objective conditions have changed greatly, which makes it impossible to continue the performance of this contract, this contract can be modified through negotiation between both parties.

9.5 If one party of the contract requests to change this contract according to the stipulations in items 9.2, 9.3 and 9.4, it shall notify the other party of the change request in writing, and the other party shall give a written reply to the other party within 15 days (inclusive); Failing to reply within 15 days shall be deemed as not agreeing to change this contract.

**Article 10 Termination of employment contract**

10.1 Under any of the following circumstances, the employment contract shall be automatically terminated:

10.1.1 Both parties fail to renew the employment contract upon the expiration of the term stipulated in the employment contract.

10.1.2 Party B dies or is declared dead or missing by the people's court according to law

10.1.3 Party A goes bankrupt, dissolves, has its business license revoked or is ordered to close down.

10.1.4 Other circumstances in which the employment contract is terminated as stipulated by laws and regulations.

10.2 If this contract expires, Party A shall notify Party B 30 days in advance.

Article 11 Rescission of Employment Contract

11.1 The Contract can be dissolved through negotiation between Party A and Party B.

11.2 In case of any of the following circumstances of Party B, Party A may terminate the employment contract at any time without paying any fees for the termination of the contract:

11.2.1 Proved to be incompatible with the conditions of employment during the probationary period.

11.2.2 Absence from work for up to seven consecutive days;

11.2.3 Accumulated absenteeism of up to 15 days in a contractual period;

11.2.4 Serious violation of teacher ethics, work discipline or our rules and regulations.

11.2.5 Serious dereliction of duty, malpractice and causing significant damage to the interests of the Party.

11.2.6 Being investigated for criminal responsibility according to law.

11.2.7 It is proved to be fraudulent and conceals important facts related to this contract and work.

11.2.8 Violation of confidentiality agreements in particularly serious cases.

11.2.9 Confirmed by the Academic Committee of Party A, there is a serious violation of academic ethics, violation of academic norms of the circumstances, resulting in serious impact.

11.2.10 Conducting sermons, developing congregations, distributing religious propaganda and other forms of missionary activities.

11.3In any of the following circumstances, Party A may terminate the employment contract, but it shall give a written notice 30 days in advance.

Formal notice to Party B:

11.3.1Party B suffers from illness or non-work-related injury, and cannot engage in the original job or other jobs arranged by Party A after the expiration of medical treatment, or fails to meet the national and Jinan regulations on engaging in relevant industries and jobs, and Party A cannot arrange another job.

11.3.2 Party B is not qualified for the job, and is still not qualified for the job after training or post adjustment.

11.3.3 Party B fails to remedy the breach within 72 hours.

11.3.4 The objective conditions on which this contract was concluded have changed greatly, which makes this contract impossible to be performed, and Party A and Party B cannot reach an agreement on changing the employment contract through consultation.

11.3.5 After the expiration of this contract, both parties fail to renew the employment contract, resulting in a de facto employment relationship, and both parties cannot reach an agreement on the terms and conditions for renewing the employment contract.

11.4 If Party B terminates this Contract, it shall notify Party A in writing 90 days in advance. After Party A approves it, Party B shall go through the resignation handover procedures and settle the relevant expenses and liquidated damages according to Party A's regulations.

11.5 In case of any of the following circumstances, Party B may notify Party A in writing to terminate this contract at any time:

11.5.1 Party A commits fraud, which leads Party B to sign this contract;

11.5.2 Party A fails to pay Party B employment remuneration or provide employment conditions as agreed in this Contract.

11.6During the notice period of contract termination agreed in this contract, Party A has the right to ask Party B to continue working, and Party B shall complete the work arranged by Party A according to this contract and Party A's requirements.

11.7If Party B continues to work for Party A within the notice period of contract termination agreed in this contract, Party A shall pay Party B the corresponding salary according to Party B's working conditions and terminate the contract as soon as possible.

**Article 12 Handover of Resignation and Return of Property**

12.1 When this contract is terminated or dissolved, Party B must go through the resignation handover procedures according to Party A's requirements. If Party A suffers losses due to improper handover, refusal of handover or incomplete handover, Party B shall be liable for compensation.

12.2 Party B shall immediately return all the property, facilities and related articles legally belonging to Party A that it uses or occupies.

12.3 After Party B completes the resignation handover procedures, Party A shall issue resignation certificate, recommendation letter and other relevant materials for Party B..

**IX. Renewal of the Employment Contract**

**Article 13Renewal of this Contract**

13.1 Before the expiration of this contract, Party A and Party B shall negotiate whether to renew this contract. If Party A and Party B agree to renew this contract, they shall sign a written agreement before the expiration of this contract.

13.2 If Party B intends to renew this contract 90 days before the expiration of this contract, it may apply to Party A for renewing this contract, and both parties agree to go through the contract renewal procedures after the renewal.

**Article 14the renewal period of this contract**

14.1 The renewal period of this contract shall not be less than that of this contract in principle, unless otherwise agreed by both parties.

14.2 After the expiration of this contract, if a factual employment relationship is formed due to the failure of both parties to handle the termination or renewal procedures, Party A shall negotiate with Party B to renew the employment contract in time.

**X. Legal liabilities for violating and terminating the employment contract**

**Article 15 the principle of liability for breach of contract**

15.1 Any inappropriate, untimely and incomplete performance of all or part of the obligations under this Contract shall constitute a breach of contract and shall be liable for breach of contract.

15.2 With regard to any liability for breach of contract, both parties agree that the breaching party shall compensate the observant party for economic losses according to relevant national laws and regulations.

15.3 Unless otherwise provided by law, both parties shall not be liable for breach of contract and compensation when this contract expires.

**Article 16 Party B's liability for breach of contract**

16.1 Party B shall be liable for the losses caused to Party A by Party B's early termination of the Contract. If Party B's contract expires yet and does not meet the termination conditions listed in Articles 11.4 and 11.5, and unilaterally terminates the contract or leaves the company without authorization, Party B shall pay liquidated damages to Party A..

16.2 If Party B proposes to Party A to terminate the contract after the end of the probationary period or leaves the company without permission, Party B shall pay Party A a liquidated damages of US$2,000.

16.3 In addition to the liquidated damages agreed in Paragraph 16.2 above, if Party B terminates this Contract in advance, Party B shall compensate Party A for the full amount of the fees paid by Party B for the health re-examination fee and the processing of the residence permit in China.

**Article 17 Party A's liability for breach of contract**

17.1 If Party A fails to provide Party B with the conditions of employment and pay the remuneration for employment in accordance with this contract, it shall be liable for compensation in accordance with national and local regulations.

**XI.Handling of Employment Disputes**

**Article 18 Handling of employment disputes**

In case of any dispute between Party A and Party B during the performance of this contract, it shall be settled by both disputing parties through negotiation. If no settlement can be reached through consultation, one party to the dispute shall apply to the Labor Dispute Arbitration Committee for arbitration.

**Article 19 Application of law**

19.1 The procedures and substantive laws related to the performance, negotiation and dispute settlement of this contract and its annexes shall be governed by the laws of China.

19.2 In case of any conflict between the terms and contents of this contract and its annexes and national laws and regulations, the latter shall prevail.

**XII. Confidentiality Agreement**

**Article 20 Obligations of both parties**

20.1 Party A shall keep Party B strictly confidential, and shall not disclose the contents of the contract, salary, work arrangement and other related contents with Party B to any other foreigners employed by Party A except Party B..

20.2 Party B shall not interfere in all contractual affairs of the foreigners employed by Party A, disclose the contents of the contract, salary and work arrangement of Party A to any foreigners employed by Party A, or inquire about the contents of the contract, salary and work arrangement of other foreigners employed by Party A in disguised form through other channels.

**XIII. Supplementary Provisions**

**Article 21 Contract text**

21.1 This contract is written in both Chinese and English. The Chinese contract is made in duplicate, with each party holding one copy. The English contract is made in duplicate, with each party holding one copy. It shall come into force upon being signed and sealed by both parties. In case of any contradiction or inconsistency between the Chinese version and the English version of this Contract, the Chinese version shall prevail.

21.2 If there are any outstanding matters in this contract, both parties shall negotiate and make a written supplementary contract. The supplementary agreement shall come into effect on the date of signature and sealing by both parties, and the supplementary contract shall have the same effect as this contract.

**Article 22 Other matters**

22.1 The contents and terms of this Contract and the attachments shall be interpreted by the foreign personnel management department of Party A.

22.2 If Party A's relevant written documents and notices cannot be delivered directly to Party B, Party B shall confirm that the usual address specified in this Agreement is the mailing address, and the delivery date shall be the receipt date indicated on the registered enquiry return receipt.

22.3 The Contract is handled by AB.

（The remainder of this page is intentionally left blank.）

Party A: Qilu University of Technology Party B:

（Shandong Academy of Sciences）

Sign by Party B

Time: 2024.7.11 Time:2024.7.11