

Model Text

No.: _____

Labor Contract

(Foreign Employees)

Party A: _____

Party B: _____

Signing Date: _____(MM) (DD) (YYYY)

Made under the Supervision of the Beijing Municipal Human
Resources and Social Security Bureau

According to the *Labor Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China*, and other laws, regulations and policies, and adhering to the principles of equality, voluntariness and mutual agreement, Party A and Party B hereby enter into this Contract and agree to jointly comply with the terms listed herein.

I. Basic Information of the Parties

Article 1 Party A _____

Unified Social Credit Code: _____

Legal Representative/Principal Responsible Person or Entrusted Agent _____

Registered Address _____

Business Address _____

Article 2 Party B _____ Gender _____

Nationality _____

Passport Number _____

Or Other Valid Certificate Name _____ Certificate No. _____

Residential Address in Beijing _____ Postal Code _____

Residential Address in His/Her Country _____

II. Term of the Labor Contract

Article 3 This Contract is a fixed-term labor contract.

This Contract shall come into effect on ____ (MM) ____ (DD) ____ (YYYY), and the probation period shall end on ____ (MM) ____ (DD) ____ (YYYY). This Contract shall be terminated on ____ (MM) ____ (DD) ____ (YYYY). (The longest term of this Contract shall not exceed five years)

III. Job Description and Location

Article 4 Party B agrees to hold the post of _____ (type of job/title) according to Party A's work needs. The job duties (work content) are _____.

Article 5 According to the operation characteristics of Party A's post (type of job), Party B's work area or place is _____.

IV. Working Hours, Rest and Vacation

Article 6 The working hour system of _____ shall be applied to Party B by Party A.

If the standard working hours system is implemented, Party B's working hours shall not exceed 8 hours per day and 40 hours per week. The rest day(s) per week is(are) _____.

If the comprehensively calculated working hours system or the irregular

working hours system is implemented, Party A shall obtain the administrative licensing decision of the special working hours system from the labor administrative department in advance.

Article 7 Party B is entitled to statutory holidays, paid annual leave, marriage leave, bereavement leave, maternity leave, and other holidays in accordance with the law.

V. Labor Remuneration

Article 8 Party A shall pay Party B's salary in cash before _____ of each month, and the monthly salary shall be RMB _____ (before tax) or be implemented according to _____

Party B's salary during the probation period shall be RMB _____ (before tax).

Other provisions agreed upon by Party A and Party B on salary: _____

_____.

Article 9 If Party A's production tasks are insufficient to Party B wait for work, Party A shall pay to Party B a monthly living expense of RMB _____ or pay the monthly living expense to Party B according to _____

VI. Social Insurance and Welfare Benefits

Article 10 Party A and Party B shall participate in the social insurance

according to the regulations of the State and Beijing Municipality. Party A shall handle relevant formalities of social insurance for Party B and bear corresponding social insurance obligations. Party A shall withhold and remit the social insurance premiums to be borne by Party B from Party B's salary.

Article 11 Party A and Party B shall deposit the housing provident fund in accordance with relevant regulations. Party A shall withhold and remit the portion of the housing provident fund to be deposited by Party B.

Article 12 If Party B suffers from an illness or suffers a non-work-related injury, the medicare benefits shall be paid according to the relevant regulations of the State and Beijing Municipality. Party A shall pay Party B's sick pay according to _____

Article 13 The salary and medicare benefits of Party B in case of occupational diseases or work-related injuries shall be paid in accordance with the relevant regulations of the State and Beijing Municipality.

Article 14 Party A shall provide Party B with the following welfare benefits: _____

VII. Labor Protection, Labor Conditions and Protection against Occupational Hazards

Article 15 Party A shall, according to the needs of the post, equip Party B with the necessary safety protection measures and provide Party B with necessary labor protection articles according to the national regulations on labor safety and hygiene.

Article 16 Party A shall formulate a safety production system according to relevant national laws and regulations. Party B shall strictly comply with Party A's labor safety system, shall not conduct operations in violation of rules and regulations, and shall prevent accidents during labor and reduce occupational hazards.

Article 17 Party A shall set up and improve a responsibility system for occupational disease prevention, strengthen the management of occupational disease prevention, and improve the level of occupational disease prevention.

VIII. Rescission and Termination of the Labor Contract and Economic Compensation

Article 18 The rescission, termination and renewal of this Labor Contract by Party A and Party B shall be carried out in accordance with the *Labor Contract Law of the People's Republic of China* and the relevant regulations of the State and Beijing Municipality.

Article 19 Party A shall issue a certificate of rescission or termination of the Labor Contract to Party B at the time of rescission or termination of this Contract, and go through the procedures for the transfer of the file and social insurance relationship and sealing of the housing provident fund account for Party B in accordance with relevant regulations and the Labor Contract.

Article 20 Party B shall make the work handover according to the agreements between Party A and Party B. In the event of any economic compensation, such economic compensation shall be paid upon the work handover.

IX. Other Provisions Agreed by the Parties

Article 21 Party A and Party B agree to add the following contents to this Contract:

X. Labor Dispute Resolution and Miscellaneous

Article 22 In case of any labor dispute arising from this Contract, Party A and Party B can, in accordance with the provisions of laws and regulations, settle such

labor dispute through consultation, or apply for mediation or arbitration. If either Party refuses to accept the arbitration award, such Party can bring a lawsuit to the people's court with jurisdiction according to law.

Article 23 The annexes hereto are as follows: _____

_____.

Article 24 Matters not covered herein or inconsistent with the relevant regulations of the State and Beijing Municipality in the future shall be dealt with in accordance with relevant regulations.

Article 25 This Contract is made in two counterparts in Chinese and in English respectively, with each Party holding one Chinese and one English counterpart. In case of any discrepancy in understanding between the Chinese version and the English version of this Contract, the Chinese version shall prevail.

Party A (Common Seal)

Party B (Signature)

Legal Representative/Principal Responsible Person or Entrusted Agent
(Signature or Seal)

Signing Date: (MM) (DD) (YYYY)

Renewal of the Labor Contract

The renewed labor contract is a labor contract with a term of _____. The renewed labor contract shall come into effect on (MM) (DD) (YYYY) and terminate on (MM) (DD) (YYYY)

Party A (Common Seal)

Party B (Signature)

Legal Representative/Principal Responsible Person or Entrusted Agent (Signature or Seal)

MM

DD

YY

The renewed labor contract is a labor contract with a term of _____. The renewed labor contract shall come into effect on (MM) (DD) (YYYY) and terminate on (MM) (DD) (YYYY) .

Party A (Common Seal)

Party B (Signature)

Legal Representative/Principal Responsible Person or Entrusted Agent (Signature or Seal)

MM

DD

YY

Change of the Labor Contract

Party A and Party B make the following changes of this Contract upon agreement through consultation:

Party A (Common Seal)

Party B (Signature)

Legal Representative/Principal Responsible Person or Entrusted Agent

(Signature or Seal)

_____ (MM) (DD) (YYYY)

Instruction for Use

1. This Contract can be used as a labor contract between the employer and the employee.

2. When the employer and the employee sign a labor contract by using this Contract, all the contents that need to be agreed by the Parties through consultation shall be filled in the corresponding blanks upon agreement reached by the Parties through consultation.

When a labor contract is signed, Party A shall affix its common seal to the labor contract, and its legal representative or principal responsible person shall personally affix his/her signature or seal to the labor contract.

3. The terms that need to be added through consultation between the Parties shall be stated in Article 21 of this Contract.

4. If other contents agreed by the Parties, the changes to the labor contract, etc. cannot be filled in this Contract, a separate sheet may be attached.

5. This Contract shall be filled in with a pen or signature pen, the writing shall be clear, and the written words shall be concise and accurate and shall not be altered.

6. This Contract is made in two counterparts in Chinese and in English respectively, with each of Party A and Party B holding one Chinese counterpart and one English counterpart, and the counterparts kept by Party B shall not be kept by Party A on Party B's behalf.

7. If an electronic labor contract is signed, the relevant regulations of the State and Beijing Municipality shall be complied with.