



# 浙江大学兼任教师工作聘任协议

## Contract of Employment for Adjunct Faculty of Zhejiang University

职工号 (No.): \_\_\_\_\_

甲方 (Party A): 浙江大学 Zhejiang University

乙方 (Party B): \_\_\_\_\_ 性别 (Gender): \_\_\_\_\_ 出生年月 (Date of Birth): \_\_\_\_\_

国籍 (Nationality): \_\_\_\_\_ 身份证/护照号码 (ID/Passport No.): \_\_\_\_\_

联系地址 (Address): \_\_\_\_\_

联系电话 (Phone Number): \_\_\_\_\_ Email: \_\_\_\_\_

丙方 (Party C): \_\_\_\_\_ 学院 (系) (College/School/Department/Institute)

经学院(系)推荐, 学校批准, 甲丙双方根据教学、科研工作需要, 聘任乙方为浙江大学\_\_\_\_\_

学院(系)兼任\_\_\_\_\_。经甲乙丙三方协商, 达成如下工作聘任协议:

Upon the recommendation of the College and with approval of the University, Party A and Party C, for the need of teaching and research, enter into a contract with regard to Party B's employment as Adjunct \_\_\_\_\_ of \_\_\_\_\_ (College/School/Department/Institute) at Zhejiang University. In order to protect the legal rights and interests of all parties, Party A, Party B and Party C agree on the following terms and articles:

### 第一条 聘期

#### Article I Term of Employment

聘期为\_\_\_\_\_年, 聘期自\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日。聘任期间乙方人事关系(档案)不转入浙江大学, 每年在浙江大学开展教学、科研工作为\_\_\_\_\_个月。

The term of employment is \_\_\_\_\_ years from \_\_\_\_\_ (dd/mm/yyyy) to \_\_\_\_\_ (dd/mm/yyyy). During the contract period, Party B shall work in ZJU for \_\_\_\_\_ months every year to be engaged in teaching and research. All parties recognize that it is an adjunct position, i.e. Party B's organizational affiliation remains unchanged and he/she is not transferred to Zhejiang University as full-time faculty.

### 第二条 待遇

#### Article II Remuneration

聘期内, 乙方在浙江大学工作期间, 由丙方支付乙方工作津贴税前人民币\_\_\_\_\_万元/月(含购买下列第\_\_\_\_\_项保险的费用: 1.商业意外险等商业保险; 2.“外籍及港澳台来华人员综合医疗保险”及商业意外险等商业保险; 3.医疗保险等国家规定的各项社会保险)。根据乙方实际在校工作时间支付薪酬。丙方对乙方开展工作给予各方面的支持(如办公、实验条件及工作助手等)。

During the term of employment, Party C shall provide Party B with RMB \_\_\_\_\_/month (before tax), (The remuneration contains the \_\_\_\_\_ of the following insurance expenses: 1. Commercial insurance such as Personal Accident Insurance; 2. Combined insurance of "Comprehensive Medical Insurance for Foreigners and People from Hong Kong/Macao/Taiwan" and "Personal Accident Insurance"; 3. A Package of Social insurances provided by the state.) for the actual working days in Zhejiang University. Party C shall provide

necessary assistance and research facilities for Party B to fulfill his or her duties (office, lab and assistant).

乙方在浙江大学工作期间，可以租住甲方的教师公寓，费用由乙方支付。

During the term of employment, Party B is entitled to rent a faculty apartment from Party A. The rental fee and other costs shall be borne by Party B.

### 第三条 乙方的工作目标与任务

#### Article III Work Goals and Responsibilities of Party B

(一) 工作目标：(详见附件)

##### 1. Work Goals and Responsibilities (See annex for details)

(二) 具体任务：(详见附件)

##### 2. Specific Tasks (See annex for details)

- |              |              |                              |                               |
|--------------|--------------|------------------------------|-------------------------------|
| 1. 教学任务      | 2. 科研任务      | 3. 学科建设                      | 4. 国际学术交流                     |
| 2.1 Teaching | 2.2 Research | 2.3 Disciplinary Development | 2.4 Global Academic Exchanges |

### 第四条 协议的变更、解除和终止

#### Article IV Revision, Rescission and Termination of the Contract

(一) 协议的变更

##### Section 1. Revision of the Contract

经甲乙丙三方协商同意后，可以变更。在未达到变更一致意见前，应当严格履行本协议。

The contract may be revised with the consent of all three parties. This contract shall be strictly executed before any change is made.

(二) 协议的解除

##### Section 2. Rescission of the Contract

1. 乙方在聘期内有下列情形之一的，甲丙方有权提前 30 天以书面形式通知乙方解除协议。

1. If any of the following situations occurs during Party B's term of employment, Party A and Party C will give Party B 30 days' notice in the written form about the rescission of the contract:

(1) 乙方不履行协议或者履行协议不符合约定条件，经甲丙方指出后仍不改正的；

1.1 Party B fails to fulfill his/her main duties or meet the requirements as stipulated in the contract and refuses to make any improvement within a reasonable period of time after Party A and/or Party C advises him/her;

(2) 经甲丙方评估后不合格的；

1.2 Party B is evaluated as unqualified in the annual evaluation by Party A and Party C;

(3) 有违法、犯罪行为的；

1.3 Party B has illegal and criminal behavior;

(4) 严重违反甲方规章制度的；

1.4 Party B flagrantly violates the rules and regulations of Party A;

(5) 根据医生诊断，乙方在病假连续 30 天后不能恢复正常工作的。

1.5 According to the doctor diagnosis, Party B cannot resume normal work after a continued 30 days' sick leave.

2.三方协商一致，可以解除协议：

2. The three parties may rescind the contract through agreement:

(1) 乙方在聘期内因特殊原因提出解除协议的，需提前三个月向甲丙方提出书面申请，经甲丙方同意，方可解除协议。

2.1 During the term of employment, if Party B requests rescission of the contract for special reasons, a written notice shall be sent to Party A and Party C three months in advance. With the agreement of Party A and Party C, the contract may be rescinded;

(2) 聘任期间因发生不可抗力致使协议无法正常履行，需要变更或解除协议的，聘任三方应按照国家有关规定妥善处理。

2.2 If the contract cannot be fulfilled due to any force majeure during Party B's term of employment and needs to be revised or rescinded, the three parties shall appropriately handle this circumstance in accordance with relevant regulations of P. R. China.

(3) 经甲乙丙三方协商同意后，可以解除该协议。

2.3 The three parties may terminate the contract through agreement.

(三) 协议的终止

### Section 3. Termination of the Contract

1. 聘任期满该协议即告终止。

3.1 The contract terminates at the end of the term of employment.

2. 其他法律法规规定的情形。

3.2 The contract terminates when the other conditions stipulated by laws and regulations occur.

### 第五条 其他

#### Article V Other Articles

1. 乙方在浙江大学工作期间，应遵守中华人民共和国法律法规、宗教政策及甲方的各项规章制度，遵守中国人民的道德规范和风俗习惯，不从事与专家身份不符的活动。认真履行岗位职责，完成工作目标及任务，保证工作质量。接受甲丙方的工作安排、业务指导、检查、评估、奖惩。

Section 1. During the employment, Party B shall comply with the laws and regulations, and religious policies of the P. R. China and rules of ZJU and shall comply with Chinese moral standards and customs, shall not be involved in activities incompatible with the status of an expert. Party B shall perform duties of the position, fulfill the job goals and tasks as stipulated by this contract, assure work quality and accept work assignment, direction, appraisal, evaluation, rewards and/or penalties conducted by Party A and Party C.

2. 乙方在浙江大学工作期间所取得的教学、科研等成果均属职务成果，其发表有关论文、著作或申报有关奖励、专利和科研项目及经费等，须以浙江大学为第一署名单位。

Section 2. All teaching and research achievements of Party B during the term of his or her contract are related with Party B's employment. All the published articles, books, patents, research projects and funds, awards and other related achievements during the term of employment shall be acknowledged that Party B as the affiliation of Zhejiang University as the first unit.

3. 乙方应自行购买能覆盖在甲方工作期间所发生的大病和住院医疗及意外伤害保险等。在浙江大学工作期间，乙方如遭受意外伤害或因疾病治疗而发生的费用，应在其保险中解决。



Section 3. Party B shall purchase the insurances for critical illnesses, medical treatments and accidental injuries covering his or her working period in P. R. China. All expenses resulting from accidents, injuries or diseases during his or her work at ZJU shall be covered by these insurances.

4. 乙方依据本协议所提供的服务与甲方不构成劳动或人事关系。

Section 4. The services provided by Party B under this Agreement do not constitute labor or personnel relationship with Party A.

#### 第六条 附则

#### Article VI Supplementary Provisions

1. 本协议的解释和执行适用中华人民共和国法律。

1. The formulation and interpretation of the contract and the settlement of disputes regarding it shall be conducted in accordance with relevant laws of P. R. China.

2. 甲丙方与乙方发生争议时，应通过友好协商或者调解解决。若协商、调解不成的，可向浙江省人事争议仲裁院申请仲裁。对仲裁结果不服的，可向甲丙方所在地人民法院提出诉讼。

2. If any dispute concerning the contract occurs, it shall be solved by way of friendly negotiation or mediation. If such negotiation or mediation fails, the three parties may turn to the Labor and Personnel Dispute Arbitration Committee of Zhejiang Province. If any party does not accept the arbitration, it may bring an action to the court where Party A and Part C is located.

3. 本协议如有未尽事项，应由三方协商，做出书面补充约定。书面补充约定与本协议具有同等效力。

3. Supplementary agreements may be added in written form with the consent of all three parties. Such written agreements are equally valid as the contract.

4. 本协议签订地点为中国浙江杭州，协议一式叁份，甲乙丙三方各持壹份，于三方签字盖章之日起生效。中英文发生歧义时，以中文含义为最终解释。

4. The contract is signed in Hangzhou, P.R. China, with three duplicate bilingual originals. Each party shall hold one bilingual original, effective upon signing. The Chinese meanings shall prevail if any ambiguity occurs.

[以下签署页无正文]

甲方代表签字: On behalf of Party A (Signature)

盖章: (Seal): 年 月 日 (Date)

乙方签字: Party B (Signature)

年 月 日 (Date)

丙方代表签字: On behalf of Party C (Signature)

盖章: (Seal): 年 月 日 (Date)