Employment　Contract（全日制劳动合同）

　　甲方（用人单位）名称Name of Party A (Employer)：

　　住所Address：

　　法定代表人（或主要负责人）Legal Representative (or Principal Responsible Person)：

　　乙方（劳动者）姓名Name of Party B (Employee)：

　　居民身份证号ID Card No：

　　住址Address：

　　联系电话Contact No.：

　　联系邮箱Email-box：

　　根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等法律、法规、规章的规定，在平等自愿，协商一致的基础上，同意订立本劳动合同，共同遵守本合同所列条款。

　　The Parties, intending to be bound hereby, agree to enter into this Employment Contract on the basis of equality, free will and mutual consultation pursuant to the Labor Law of the People’s Republic of China (“PRC”), the Employment Contract Law of the PRC and other laws, regulations and rules.

　　1．劳动合同类型及期限

　　Article 1 Type and Term of the Employment Contract

　　1.1．劳动合同类型及期限按下列第【 】项确定。

　　The type and term of the Employment Contract shall be determined as set forth in Item 　　 　 below:

　　1.1.1．固定期限：自　　年　　月　　日起至　　年　　月　　日止。

　　Fixed Term: From 　　　　　 to 　　　　　;

　　1.1.2．无固定期限：自年月日起至法定的解除或终止合同的条件出现时止。

　　Open-ended: From 　　　 to the date when a statutory obligation or agreement to terminate the contract arises; or

　　1.1.3．以完成一定工作为期限：自　　年　　月　　日起至终止。

　　Project-based: From 　　　 to the expiration of the term.

　　1.2．本合同约定试用期，试用期自　　年　　月　　日起至　　年　　月

　　日止。

　　This Contract specifies a probationary period commencing on 　　　 and ending on 　　　.

　　2．工作内容、工作地点及要求

　　Article 2 Job Description, Workplace Location and Work Requirements

　　2.1．乙方从事【　　　　】工作，工作地点在【　　　　】。

　　Party B shall engage in the job of 　　 　　, with the workplace located at.

　　2.2．乙方应履行甲方制定的岗位职责，按时、按质、按量完成其本职工作。

　　Party B shall perform his or her work duties provided by Party A, and shall complete his or her work task in accordance with the provisions in terms of time limit, quality and workload. 2.3．乙方承诺，愿服从甲方根据工作需要、乙方工作能力及其表现而安排或调 动的工作岗位。并同意在下列情况下本合同不作变更处理。

　　Party undertakes to accept the arrangement or change of work made by Party A in lightof Party A’s work requirements and Party B’s working ability and performance; Party B agrees that this Agreement may not be altered under any of the following circumstances. 2.3.1．乙方的工作地点由所在部门安排。今后因工作需要乙方在甲方所在本市的全部经营办公场所及附属场所（包括公司自有产权的物业或租赁的物业，）

　　之间调整时。 Party B’s working site is to be arranged by the division he or she works in; Party A is to change Party B’s working site within all its business offices and attached sites in the city where Party A is domiciled (including Party A’s own property or other premises leased by Party A), on the basis of Party A’s working requirement; 2.3.2．甲方因工作需要，临时指派乙方到境内外短期出差地点工作的。 Party A assigns Party B to work at home or abroad on business travel for a short term on the basis of Party A’s working requirement. 2.3.3．甲方因工作需要，安排乙方临时外借到其它部门或其他单位工作的。 In response to working requirement, Party A temporarily assigns Party B to work at other divisions of Party A or other entities.

　　3．工作时间和休息休假

　　Article 3 Working Hours, Rest and Leave Entitlements

　　3.1．工作时间按下列第【 】项确定：

　　The working hours shall be determined as set forth in Item 　　　　 below:

　　3.1.1．实行标准工时制。乙方每日工作时间不超过8小时，每周工作时间不超过40小时，每周至少休息一天。

　　The normal working hours system shall be implemented. Party B shall work no more than 8 hours a day, and 40 hours a week, and shall have at least one day’s rest each week.

　　3.1.2．实行经劳动保障行政部门批准实行的不定时工作制。

　　A non-fixed working hours system shall be implemented with the necessary approval from the relevant labor administration authorities.

　　3.1.3．实行经劳动保障行政部门批准实行的综合计算工时工作制。

　　A cumulative working hours system shall be implemented with the necessary approval from the relevant labor administration authorities.

　　3.2．延长工作时间：甲方由于生产经营需要经与工会和乙方协商后可以延长乙方工作时间，一般每日不得超过一小时；因特殊原因需要延长工作时间的，每日不得超过三小时，但每月不得超过三十六小时。甲方依法保证乙方的休息休假权利。

　　Over Time: Due to its operational needs, Party may extend Party B’s working hours upon consultation with the Trade Union and Party B, provided that the extended working hours for a given day should generally not exceed one hour. If an extension of working hours is necessary for special reasons, the extended working hours for a given day should not exceed three hours, provided that the extended working hours for a month should not exceed 36 hours. Party A shall ensure that Party B will receive their rest and leave entitlements according to the law.

　　4．劳动报酬及支付方式与时间

　　Article 4 Work Remuneration, Payment Method and Date of Payment.

　　4.1．乙方的劳动报酬包括每月发放的固定工资和以及相关的津贴补贴、每季度考核发放的绩效工资等部分组成，按照甲方薪酬管理规定执行。合同签订后甲方发给《职工薪酬告知书》，具体明确薪酬类别和标准。《职工薪酬告知书》作为本合同的附件，与本合同具有同等法律效力。

　　The remuneration for Party B includes fixed monthly salary, allowance, quarterly performance-based wage and the like, and the remuneration is to be paid in accordance with Party A’s regulations on remuneration. After execution hereof, Party A is to send Party B a Notification of Employee’s Remuneration, which specifies the type and standard of the remuneration; such Notification constitutes an annex to this Agreement and have the same legal binging force as this Agreement.

　　4.2．在履行本合同期间的日常操作中，甲方依照《职工薪酬告知书》中约定的薪酬标准作以下扣除处理的，本合同不作变更处理。

　　If, in the course of the performance of this Agreement, Party A deducts any payment of the remuneration in accordance with the Notification of Employee’s Remuneration, this Agreement may not be deemed as being altered.

　　4.2.1．由公司代扣代缴的个人所得税。

　　Individual income taxes withheld and paid by Party A on behalf; 4.2.2．由职工个人承担的社会保险费、住房公积金、企业年金的扣款。

　　The part of social insurance premium, housing accumulation funds, enterprise annuity to be borne by Party B; 4.2.3．因职工违反公司规章制度所发生违约金、赔偿等扣款。

　　Penalty, compensation and the like arising from Party B’s breach of Party A’s regulations or rules; 4.2.4．因职工发生事假等非带薪假期所作的扣款。

　　Deduction of remuneration made by Party A owing to private affair leave and leaves taken by Party B other than leaves with payment; 4.2.5．因法院对职工涉案判决所指定公司执行的扣款。

　　Deduction of remuneration made by Party A under the order of court on the basis of the judgement of case concerning Party B; 4.2.6．其它符合法律及公司制度而发生的扣款。 Deduction of remuneration in compliance with laws or Party A’s regulation system.

　　4.3．在本合同期间，甲方因调增职工薪酬标准的，本合同不作变更处理。

　　If, during the validity term of this Agreement, Party A increases the remuneration for employees, this Agreement may not be deemed as being altered.

　　4.4．甲方每月5日以货币形式通过银行转账到乙方个人帐户的办法支付乙方工资，包括岗位工资、工龄工资及按月发放的相关补贴。乙方同意属于乙方可得的绩效工资、补贴津贴等按甲方薪酬管理规定的日期和形式发放，届时甲方以电子邮件等形式通知乙方。 Party A shall, on the fifth day of each and every month, pay Party B remuneration by transferring the currency to Party B’s account through bank, including post-based wage, working age-based wage and relevant allowance to be paid on a monthly basis. Party B agrees that all the performance-based wage, allowance and the like may be paid on the date and by the means provided by Party A with respect to remuneration, and Party A is to notify Party B by means of email of the payment thereafter.

　　4.5．若乙方提供了正常劳动，甲方支付给乙方的工资报酬不得低于本市政府规定的最低工资标准。

　　The remuneration paid by Party A to Party B may not be less than the minimum level provided by the local municipal government, provided that Party B provides normal work for Party A.

　　4.6．甲方每月向乙方发放上月工资清单。该清单属于保密范围，应妥善保管，不得泄露给本人家庭成员以外的任何第三人、员工之间不得相互打探，如有疑义可以向甲方人力资源部咨询。

　　Party A shall, on a monthly basis, send Party B remuneration list for the last month; such remuneration list must be treated as confidential information and kept properly, and such list may not be disclosed to any third parties other than the family members of Party B; employees may not enquire of one another about the remuneration; in the event of any objection, Party B may consult Party A’s human resource department.

　　5．社会保险

　　Article 5 Social Insurance

　　甲乙双方依法参加社会保险，按月缴纳社会保险费。

　　Party a and Party B must participate in social insurance and pay social insurance premiums on a monthly basis in accordance with the law. 6．劳动保护、劳动条件和职业危害防护

　　Article 6 Labor Protection, Working Conditions and Protections Against Occupational Hazards

　　甲乙双方都必须严格执行国家有关安全生产、劳动保护、职业卫生等规定。有职业危害的工种应在合同约定中告知，甲方应为乙方的生产工作提供符合规定的劳动保护设施、劳动防护用品及其他劳动保护条件。乙方应严格遵守各项安全操作规程。

　　The Parties must strictly implement relevant national occupational safety, labor protection and occupational sanitation procedures and standards. Any job exposed to occupational hazards shall be specified in the contract, and Party A shall provide Party B with work safety and hygiene facilities, labor protection equipment and other necessary conditions for Party B’s work activities. Party B must strictly comply with the work disciplines, operating procedures and safety rules set by Party A.

　　7．劳动纪律 Article 7 Discipline

　　乙方应严格遵守甲方制定的各项规章制度和劳动纪律（详请参照《员工手册》执行）

　　Party B shall strictly obey Party A‘ regulations and discipline. Please refer to Party A's employee manual.

　　8．保密义务 Article 8 Confidentiality

　　8.1．乙方应遵守甲方《保密条例》，不得泄露甲方秘密，不得在合同期内再受聘其他任何单位从事与甲方相同或类似或有竞争冲突的业务。不得引诱甲方的其他在职职工离职。

　　Party B shall, after signing of this Agreement, observe Party A’s Confidentiality Rules, and may not disclose any of Party A’s confidential information; during the validity term hereof, Party B may not engage in any business similar with or in competition with Party A’s business for any other employer, and Party B may not induce other employees working for Party A to resign from Party A.

　　8.2．乙方在合同期内，属其岗位职务行为或主要利用甲方的物质技术条件所产生的所有专利、版权和其他知识产权归甲方所有，乙方无权进行商业性开发。Any and all patents, copyrights and other intellectual property rights produced by Party B as his or her work duty or mainly by utilizing Party A’s material during the validity term of this Agreement shall be Party A’s property, and Party B is not entitled to any commercial rights pertaining thereto.

　　8.3．甲乙双方另订《保密协议》，具体确定双方的权利义务。乙方在本合同存续期间和终止解除后承担甲方《保密协议》中规定的保密义务。

　　Party A and Party B are to enter into Non-disclosure Agreement separately, so as to stipulate the obligations and rights of the two parties. During the validity term of this Agreement and after the termination hereof, the confidentiality obligation stipulated in the Confidentiality Agreement has binding force upon Party B.

　　8.4．乙方如在本合同存续期间，违反《保密协议》约定的，视作违纪行为，按《职工违规处理办法》有关规定处理。

　　If, during the validity term of this Agreement, Party B breaches the Confidentiality Agreement, Party B shall be deemed as having breached Party A’s disciplines and is to be treated in accordance with the Rules for Treatment of Employees in Breach of Regulations. 8.5．乙方因违约给甲方造成经济或名誉损失的，应承担侵权赔偿责任，甲方有权利向乙方追偿经济损失。

　　If Party B breaches this Agreement and thereby causes any economic loss or reputation loss, Party B shall bear the liability therefor and Party A may have the right of recourse against Party B for any economic loss.

　　9．劳动合同变更、解除、终止

　　Article 9 Modification, Cancellation and Termination the Employment Contract

　　9.1．经甲乙双方协商一致，可以变更劳动合同相关内容。变更劳动合同，应当采用书面形式。变更后的劳动合同文本由甲乙双方各执一份。

　　The Parties may modify relevant terms of the Employment Contract where they have agreed to do so through mutual consultation and agreement.

　　9.2．经甲乙双方协商一致，可以解除劳动合同。

　　The Parties may terminate the Employment Contract where they have agreed to do so through mutual consultation and agreement.

　　9.3．乙方提前三十日以书面形式通知甲方，可以解除劳动合同。乙方在试用期内提前三日通知甲方，可以解除劳动合同。

　　Party B may terminate the Employment Contract with 30 days’ prior written notice to Party A. Party B may terminate the Employment Contract during the probationary period with 3 days’ written notice to Party A.

　　10．其他约定

　　Article 10 Miscellaneous

　　10.1．本合同自甲方盖章、乙方签署之日起生效。

　　This contract shall come into effect since both sides sign their names.

　　10.2．本合同以中文版本为准，合同一式二份，甲、乙双方各执一份。

　　In case of divergence, the Chinese texts shall be regarded as authentic. Two originals, one for Party A, the other one for Party B.

　　甲方（Party A）：

　　签署日期（Date）：

　　乙方（Party B）：

　　签署日期（Date）：