

劳 动 合 同

EMPLOYMENT AGREEMENT

合同编号 AGREEMENT NO.: _____

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甲方 Party A:

乙方 Party B:

所在地址 Address:

性别 Sex:

所有制性质 Organization Type:

文化程度 Education degree:

法定代表人 Legal Representative:

身份证号码 ID no.:

现居住地址 Present residency address:

鉴于 Whereas

甲方聘用乙方为劳动合同制职工，双方根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等有关法律、法规和规章的规定，经双方平等友好协商，达成如下合同条款：

Party A employs Party B as a contractual employee. After a friendly and equality negotiation by both parties according to PRC LABOR LAW and PRC LABOR AGREEMENT LAW, it's hereby agreed as follows:

一、合同期限

I. Agreement Valid Period

劳动合同期限按下列第（ ）项确定：

Agreement valid period shall be made certain according to following () clause:

（一）本合同为固定期限的劳动合同，合同期从 年 月 日起至 年 月 日止。

A. This Agreement is a fixed-period Agreement, period is from day month year till day month year.

（二）本合同为无固定期限的劳动合同，合同期从 年 月 日起至法定或约定的终止条件出现为止。

B. A. This Agreement is a non-fixed-period Agreement, period is from day month year till legal or stipulation termination conditions.

（三）本合同为以完成一定工作为期限的劳动合同，合同期从 之日起，至的完成之日止。

C. This Agreement is in a same period to a certain mission, period is from date, till mission of accomplished.

在合同期内，其中试用期为 个月，即从 年 月 日起至 年 月 日止。

During the Agreement period, probation period is month, that is, from day month year till day month year.

二、工作内容和工作地点

II. Job contents and location

甲方根据工作需要，安排乙方在的 岗位工作；工作地点为 。乙方应完成该岗位所承担的工作内容，具体要求是：

Party A arrange Party B in job position of according to actual needs, and location of the job is , party B shall finish the contents of the job position, in details as follows:

三、工作时间与休息休假

III. Working time, rest and holiday

工时制度按下列第（ ）项确定；

Working time system shall be made certain according to following () clause:

（一）标准工时工作制；

A. Standard Working Time System;

（二）不定时工作制；

B. Non-fixed Working Time System;

（三）综合计算工时工作制。

C. Comprehensive Calculation Working Time System.

甲、乙双方必须严格执行国家有关工作时间的规定：对执行本条第（一）款工作制的，乙方每周休息两天。需要加班的，须经甲、方双方和工会协商一致，且一般每天不得超过一小时，因特殊原因，在保障乙方身体健康的条件下每天不得超过 3 小时，但每月不得超过 36 小时。对执行本条第（二）（三）款工作制的，甲方在保障乙方身体健康和听取意见的基础上，采取集中工作、集中休息、轮休调休、弹性工作时间等适当方式确保乙方的休息、休假权利和生产、工作任务的完成。

Party A and Party B shall obey strictly the related laws and administrative regulations of working time. When execute A system, Party B shall rest two days each week, for overtime Party A, Party B and Labor Union shall negotiate and come to one agreement over it, and generally overtime of each day shall not longer than one hour. When in need by special reasons, over precondition of insuring of Party B's health, overtime shall not longer than three hours, and, overtime of each month must not be longer than thirty-six hours. When execute B or C system, over precondition of B's opinions and insuring of Party B's health, Party A shall adopt methods of centralizing working time, centralizing rest time, rest in turn, adjusting rest time, and flexitime of working, etc, so as to insure Party B's legal rights of rest and holiday at same time accomplishing of job missions.

四、劳动报酬

IV. Salary

(一) 乙方试用期内的工资为 元；

A. Party B's salary in probation period is CNY /Month.

(二) 乙方试用期满后，月岗位工资为 元；经甲、乙双方协商一致，在合同期内甲方为乙方调增（减）的月工资作为本合同规定的工资。

B. After probation period, party B's salary is CNY /Month. If Party A and Party B can come to a new written agreement over adjustment of monthly salary amount during Agreement period, the new amount will be the new monthly salary of this Agreement.

(三) 甲方应以法定货币形式按月、按时、足额支付给乙方应得的工资报酬。

C. Party A must pay Party B the deserved salary monthly, in time and in full amount.

(四) 甲方发给乙方在岗月工资不得低于当地政府公布的最低工资标准。

D. On-duty salary which Party A pays Party B shall not lower than the lowest salary level prescribed by local municipal government.

(五) 乙方的加班加点工资包括节假日加班工资、津贴、补贴、奖金的确定和发放，以及特殊情况下的工资支付，劳动合同解除后有关经济补偿金等费用的支付均按有关法律、法规、规章以及甲方依法制定的规章制度执行。

E. Calculation and ascertaining of Party B's overtime salaries which include but not limit to overtime salary, overtime allowance, overtime subsidy, and Party B's salaries over special conditions, and compensations to Party B after termination of Agreement, all must be made according to related laws, administrative regulations and Party A's inner management regulations.

五、社会保险和福利待遇

V. Social security insurance and welfare benefit

(一) 甲、乙双方必须依法参加社会保险，按时足额缴纳养老、医疗、失业等各项法定社会保险费用。乙方个人缴纳部分，由甲方在其工资中代为扣缴。

A. Party A and Party B must take part in social security insurance, and pay legally compulsory social security insurance fee of pension, medicare and unemployment in time and full amount. For Party B's part, party A shall deduct it from Party A's salary and pay it for Party B.

(二) 乙方依法享受国家规定的各种假期和女职工的孕期、产期、哺乳期及其相应的待遇。

B. Party B shall enjoy the national legal holidays, and holidays for female employees including holidays of pregnancy, procreate, lactation and related benefit treatments.

(三) 乙方患职业病或因工负伤/死亡待遇，患病或非因工负伤/死亡的待遇，解除劳动合同时经济补偿金、医疗补助费等的发放，均按有关法律、法规和规章的规定执行。

C. Party B's benefit treatments of occupational and non-occupational diseases,

occupational hurt/death, and non-occupational hurt/death, and compensation fee of termination of Agreement and medical treatment, shall be enjoyed by Party B according to related laws, administrative regulations.

(四) 乙方享受的补充保险和福利待遇包括:

D. Supplement Social Security Insurance and Welfare Benefit of Party B shall include:

六、劳动保护、劳动条件和职业病防护

VI. Labor protection/s, labor conditions and protections against occupational diseases

(一) 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。甲方应为乙方提供符合国家规定的劳动保护设施、设备和劳动防护用品及其他劳动保护条件。

A. Party A and Party B shall obey strictly the related administrative regulations of labor securities, labor protections and occupational sanitations. Party A shall offer Party B with labor protection facilities, equipments, using articles and other necessary conditions according to related administrative regulations.

(二) 甲方必须严格执行国家有关职业病防治法的有关规定, 并如实告知乙方有关职业病危害及其后果、职业病防护措施和待遇; 对于具有职业病危害的岗位, 甲方必须采取符合国家职业卫生要求的预防措施、防护设施; 对于乙方从事具有职业病危害(如接触粉尘、放射性物质和其它有毒有害的物质) 岗位的, 甲方定期为乙方进行健康检查, 如实告知其职业病情况, 并建立职业健康监护档案。

B. Party A shall obey strictly to related laws and administrative regulations of protection against occupational diseases, and shall advise Party B honestly the harms and results, protection methods of occupational diseases and Party B's benefits that B can enjoy. For job positions that may hurt by occupational diseases, Party A must adopt all compulsory protection measures and facilities for the position which are requested by national occupational sanitations administration regulations. If Party B is in job positions that may be hurt by occupational diseases like job positions that in touch with powders and dusts, radioactive materials and other poisonous and harmful materials, Party A shall offer Party B physical check-up termly, and advise Party B honestly his actual state of occupational disease, and setup occupational health monitoring files.

(三) 乙方应严格遵守各项安全操作规程和甲方依法制定的各项规章制度。

C. Party B shall obey strictly to all sorts of safety operation regulations and legal regulations made by Party A.

七、劳动纪律

VII. Labor Disciplines

甲、乙双方应严格遵守法律、法规、规章以及甲方依法制定的各项管理制度。

Party A and Party B shall obey strictly to labor disciplines prescribed in laws, administrative regulations, and legal management regulations made by Party A.

八、教育与培训

VIII. Education and training

(一) 甲方应根据生产和工作的需要, 统筹安排乙方的教育与培训。

A. Party A shall arrange and offer Party B with necessary education and training according to Party A's actual needs for the job position.

(二) 乙方从事技术岗位的, 必须按国家规定持职业资格证书上岗。

B. If Party B is in certain technical job positions, Party B must have a profession qualification certificate prescribed in laws and administrative regulations.

(三) 除本条第(一)项约定的正常教育与培训外, 甲、乙双方可就乙方脱产或由甲方出资参加的培训学习, 签订专项协议, 明确双方的权利、义务及违约责任。

C. Besides standard and common education and training stipulated in A item of this article, both parties may come to agreements over Party B's full-time training and education, and education and training that is contributive by Party A, the agreement shall stipulate both parties legal rights and obligations which may include Party B's service period after the training and education, and duties when one party breaches the agreement.

九、商业秘密和与知识产权相关的保密事项的保守

IX. Keeping of commercial secrets and secrets related to intellectual property

甲方和乙方得就保守甲方的商业秘密和与知识产权相关的保密事项另行订立保密协议。甲方可以在保密协议中与乙方约定竞业限制条款

Party A and Party B may come to additional agreements over keeping of commercial secrets and secrets related to intellectual property of Party A, which may setup competition-restriction clauses.

十、合同的变更、解除、终止和续订

X. Agreement's revision, unchaining, termination and renewal

(一) 甲、乙双方经协商一致, 可以对本合同内容进行书面补充或者修改。

A. Party A and Party B may come to new agreements which revise and/or makeup this Agreement in written.

(二) 本劳动合同的解除和终止依据《中华人民共和国劳动合同法》第四章规定的条件和程序进行。

B. Unchaining, termination of this Agreement shall be made according to conditions and procedures prescribed in Chapter 4 of PRC LABOR AGREEMENT LAW.

(三) 如果没有法定的终止或者解除理由, 本合同期满三十日前, 甲方应当向乙发出续订劳

动合同的书面意向通知。双方协商一致同意续订合同的，应当在本合同期满前办理书面续订手续。

C. If Party A does not have legal reasons to unchain or terminate this Agreement, Party A must notice Party B in written the renewal of this Agreement 30 days in advance of Agreement's expiring date. When both parties come to a new agreement, the renewal shall be finished in written before this Agreement's expiring date.

十一、违约责任

XI. Obligations of breach

(一) 因不可抗力造成本合同不能履行或者一方受损害的，可以不承担法律责任。

A. One party shall be exempted from legal obligations when his breach is caused by force majeure/act of God.

(二) 由于甲方的过错造成本合同不能履行或者不能完全履行的，由甲方承担法律责任；

B. Party A shall shoulder related legal obligations, when the Agreement can not be performed or fully performed because of Party A's faults.

(三) 甲方违反本合同，给乙方造成经济损失的，应当根据后果和责任大小，向对方支付赔偿金。

C. If party A breaches this Agreement which causes Party B economical loss, Party A must pay Party B compensation according to results and obligations of his breaches.

(四) 乙方违反保守甲方的商业秘密和与知识产权相关的保密事项的义务和培训服务期义务的，乙方得按照相关约定承担违约金。

D. If Party B breaches his/her obligations of keeping of commercial secrets and secrets related to intellectual property of Party A in the secrets keeping agreement and his/her service period obligation in the training and education agreement, Party B shall pay Party A fine according to related agreements.

十二、其他

XII. Miscellaneous

(一)、本合同条款与法律、法规和规章相抵触的，以及本合同未尽事宜，均按现行法律、法规和规章的规定执行。

A. Were there any conflict between this Agreement and laws, administrative regulations, and non-stipulated matters by this Agreement, laws and administrative regulations must be executed.

(二)、本合同履行中发生劳动争议，甲、乙双方应当友好协商解决。协商不成，一方可以向劳动争议仲裁委员会申请仲裁。一方也可以在劳动争议发生后直接向劳动争议仲裁委员会申请仲裁。

B. When disputes arouse during performing of this Agreement, both parties shall negotiate friendly. If no new agreement could be reached, one party may file arbitration case with

local Labor Disputes Arbitration Commission. And one party may file arbitration case with local Labor Disputes Arbitration Commission directly after disputes arouse.

(三) 本合同至少一式二份，其中甲、方双方各执一份。

C. This Agreement is in duplicate copies, each party holds one copy.

甲方（盖章）Party A (Seal):

乙方签名（盖章）Party B Signature or Seal:

日期 Date:

日期 date:

法定代表人签名（盖章）:

Signature or seal of legal representative:

或委托代理人签名（盖章）:

Signature or seal of entrusted representative:

续订合同记录 Renewal Records:

续订次数 Renewal times	续订合同日期 Renewal date	续订合同起讫日期 Renewal Period	签 名（盖章）Signature or Seal	
			甲方代表 Representative of Party A	乙方 Party B
1				
2**				