



INTERIM MEASURES FOR THE ADMINISTRATION OF EMPLOYMENT CONTRACTS FOR FOREIGN EXPERTS WORKING IN THE CULTURAL AND EDUCATIONAL FIELDS.

CHAPTER I: GENERAL PROVISIONS

Article 1: These Measures are formulated, in accordance with the Constitution of the People's Republic of China and the laws and decrees concerned, to protect the lawful rights and interests of the parties and promote the development of international exchange of culture, education, science and technology.

Article 2: These Measures shall apply to the contracts for employment of foreign experts working in the cultural and educational fields. Foreign experts refer to those foreign professionals engaged in education, the media, publication, culture, art, public health and sports within the territory of the People's Republic of China. Agreements involving foreign experts working in cultural and educational fields sent through exchanges between governments, sister cities, schools and nongovernmental organizations can refer to these Measures.

Article 3: In concluding a contract, the parties must abide by the laws and decrees of the People's Republic of China

Article 4: Contracts shall be concluded according to the principle of equality and mutual benefit and the principle of achieving an agreement through consultation

CHAPTER II: THE CONCLUSION OF CONTRACTS

Article 5: A contract is formed as soon as the parties have reached a written agreement on the terms and have signed the contract. If an agreement is reached by communication via correspondence, and one party requests a signed letter of confirmation, the contract shall be formed after the letter of confirmation is signed.

Article 6: The following particulars shall be specified in the contract:

(1) the name and nationality of the parties;

(2) the date and place of the signing of the contract;

(3) the time period, place and method of performance;

(4) the rights and obligations of the parties;

(5) the amount of salary, method of payment, living arrangements, medical care and so on;

(6) the liabilities for breach of contract;

(7) the ways for settling contract disputes;

(8) the languages in which the contract is written and their validity.

Article 7: Appendixes specified in a contract shall be integral parts of the contract and have the same validity as the contract

Article 8: In concluding contracts, a party shall conclude the employment contract, which is apt to the practical situation of the two parties and also the specific terms through consultation with the reference to the Standard Employment Contract for foreign experts working in the cultural and educational fields.

Article 9: In the contract the parties shall agree to provide a guaranty. The mode and amount of guaranty shall be decided by both parties.

Article 10: A contract shall be invalid if any of the following situation exist

(1) if the contract breaches the laws and decrees of the People's Republic of China and/or the public interests.

(2) if the contract is concluded by means of cheat and/or threat.

Article 11: The liability of one party to pay compensation for the invalidity of a contract shall be equal to the loss suffered by the other party as a consequence of the invalidity.

Article 12: The contract is terminated when it has already been performed in accordance with the terms. A new contract shall be concluded if both parties agree to continue cooperation.

Article 13: The parties may, if they deem it necessary, have the employment contract notarized by the notary office of China, or apply to the State Administration of Foreign Experts Affairs or the local department in charge of foreign experts affairs for testimonial of the contract

CHAPTER III: THE EXECUTION OF A CONTRACT AND THE LIABILITY FOR THE BREACH OF A CONTRACT

Article 14: A contract shall be legally binding as soon as it is established in accordance with the law. The parties shall perform their obligations stipulated in the contract. Anyone of the parties shall not unilaterally modify or rescind the contract

Article 15: A party may temporarily suspend its performance of the contract if it has conclusive evidence that the other party is unable to perform the contract. However, it shall immediately inform the other party of such suspension. If and when the other party provides a sure guarantee for performance of the contract, the contract shall be executed. If a party suspends performance of the contract without conclusive evidence of the other party's inability to perform the contract, it shall be liable for breach of contract

Article 16: If a party fails to fulfill the contract or its performance of the contractual obligations does not conform to the agreed terms, which constitutes a breach of contract, the other party is entitled to claim damages or demand other reasonable remedial measures. If the losses suffered by the other party cannot be completely made up after the adoption of the remedial measures, the other party shall still have the right to claim damages

Article 17: If one party breaches the contract, it shall pay a certain amount of compensation to the other party. However, if the compensation is insufficient to compensate for the losses resulting from the breach, the party concerned has the right to claim compensation.

Article 18: If both parties breach the contract, each shall be commensurately liable for the breach of contract.

Article 19: When one party suffers losses because the second party breaches the contract, the first party shall take immediate action to prevent further losses. A reasonable part of the losses shall be paid by the second party. If the losses are aggravated because of the failure to take measures promptly, it shall not be entitled to claim compensation for the aggravated part of the losses.

Article 20: The party which fails to perform wholly or in part to its obligations owing to force majeure shall promptly inform the other party so as to mitigate possible losses inflicted on the other party and shall also provide a certificate issued by the relevant agency within 15 days.

Article 21: If a party is prevented from performing all or part of its obligations owing to force majeure, it shall be relieved of all or part of its obligations. If a party cannot perform its obligations within the contractually agreed time period owing to force majeure, it shall be relieved of the liability for delayed performance during the aftereffect of the event.

CHAPTER IV: THE MODIFICATION, RESCISSION AND TERMINATION OF CONTRACTS

Article 22: A contract can be modified if both parties agree through consultation.

Article 23: A party shall have the right to notify the other party that a contract is rescinded if any of the following situations occur.

(1) if the other party has breached the contract, thus adversely affecting the tasks and quality of work stipulated in the contract;

(2) if the other party fails to perform the contract within the time period agreed upon in the contract, and again fails to perform it within a reasonable period of time allowed for delayed performance;

(3) if all the obligations under the contract cannot be performed owing to force majeure;

(4) if the contractually agreed conditions for the rescission of the contract are present;

(5) if a party concerned requests to have the contract rescinded, it shall notify the other party one month prior in writing that the contract will be rescinded in one month.

Article 24: A contract shall be terminated if anyone of the following situations occur:

1) the contract expires;

2) if the contract has already been performed in accordance with the agreed terms;

3) if an arbitration body has decided that the contract shall be terminated;

4) if the parties agree through consultation to terminate the contract.

Article 25: Notices or agreements on the modification or the rescission of contracts shall be made in writing.

Article 26: The modification, rescission or termination of a contract shall not affect the rights of

the parties to claim damages.

Article 27: The contractually agreed terms for the settlement of disputes shall not become invalid because of the rescission or termination of the contract.

CHAPTER V: THE SETTLEMENT OF DISPUTES

Article 28: If there are any disputes over the contract for foreign experts working in the cultural and educational fields, all attempts should be made by the two parties to settle the disputes through consultation or mediation. If the parties are unwilling to settle their disputes through consultation or mediation, or if consultation or mediation proves unsuccessful, they may apply to the China Foreign Expert Employment Contract Dispute Arbitration Commission for arbitration.

The Arbitration Commission will arbitrate in accordance with the arbitration clause provided in the parties, contract, or the arbitration agreement reached by both parties. If no arbitration clause is provided in the contract, and a written arbitration agreement is not reached afterwards, the parties may file a suit in the people's court in the place where the contract was implemented

Article 29: The right to interpret these Measures resides in the State Administration of Foreign Experts Affairs.

Article 30: These Measures shall go into effect on the day of its promulgation.