

No. 13 15.01.2024

INTERNSHIP CERTIFICATE

This is to certify that

YELTSOV SERHII

has successfully completed an ADVANCED ACADEMIC RESEARCH
AND TEACHING EXCHANGES

entitled

“ION EQUILIBRIA IN ORGANIZED SOLUTIONS”

Held from 17.11.2023 to 15.01.2024

The total duration of the international apprenticeship is 180 hours (6 ECTS)

Topics covered:

No	Title	Lecture	Practice	Scientific research
1	Scientific and Research Competency	32 h	64 h	84 h
			Total	180 h



乌克兰哈尔科夫国立大学中国办事处—北京联唐教育咨询有限公司

合同号: F2023-Autumn--09-009 (Kharkiv Institute)

打印时间: 2023 年 9 月 1 日

北京联唐教育咨询有限公司

外籍教师聘用合同书

**Beijing Ltang Education Consulting Co, Ltd
Foreign Teacher's Employment Contract**

甲方: 北京联唐教育咨询有限公司

Party A: Beijing Ltang Education Consulting Co, Limited

乙方教师 (Party B) :

Teacher: Serhii Yeltsov

甲方：北京联唐教育咨询有限公司

法定代表人：李兴元

地址：北京市经济开发区锋创科技园 科创 13 街 18 号院 5#603

邮编：100176

Party A: Beijing Ltang Education Consulting Co, Limited
(Hereafter referred to as "Party A")
Legal Representative: Lee Xingyuan
Registered Address: Room 603, Building #5, Vpark No.18 Kechuang 13th Street
Postal Code:100176

乙方 (party B): Serhii Yeltsov

(以下简称“乙方”) Hereafter referred to as "Party B"

国籍 (Nationality): 乌克兰/Ukraine 性别(Gender): Male

护照号码(Passport No.): FP393021

出生日期(Date of birth): 1971-01-11

根据中华人民共和国法律、法规，双方在平等、自愿、协商一致的基础上签订本聘用合同。

By adhering to the laws and regulations of the People's Republic of China, and in line with the principles of legality, fairness, equality, on a voluntary basis, both parties agree to sign this contract and pledge to fulfill all the obligations stipulated hereinafter.

作为学术流动计划的一部分，根据哈尔科夫学院（杭州）管理委员会的规定，教师只有在得到乌克兰哈尔科夫国立大学校长的批准后才能开始在哈尔科夫学院（杭州）开始教育教学管理活动。

As part of the academic mobility programs, according to the regulations of the Joint Management Committee in Kharkiv Institute (Hangzhou), the teacher can only start teaching at the Kharkiv Institute (Hangzhou) after being approved by the Rector of V.N. Karazin Kharkiv National University.

甲、乙双方的权利和义务由本合同约定，双方确认已经充分理解，并且将完全履行合同的任何条款。除非乙方在订立合同时明确表示保留或者取消，否则乙方放弃任何针对本合同条款的抗辩权。

The rights and obligations of Party A and Party B are established in the Contract. Both Parties confirm they fully understand and will implement completely any provisions in the Contract. Unless Party B explicitly expresses his reservations over and his wish to cancel certain provisions when making the Contract, Party B waives his right of defense on any of the provisions.

一、合同期限/Contract Term

第一条 合同期限/ Article 1 Contract Term

1.1 本合同 2023 年 9 月 1 日起，至 2024 年 2 月 29 日止。

The Contract covers the term from 2023-09-1 to 2024-2-29.

二、工作任务 / Job Description

第二条 工作岗位 /Article 2 Job Description

2.1 乙方作为甲方聘请的外国专家，应担任哈尔科夫学院（杭州）的课程，按时参加哈尔科夫学院（杭州）安排的学术活动，并进行讲座、实验指导和负责与专业相关的作业批改及考试，具体活动将由甲方进行管理。

Party B, as the foreign expert employed by Party A, shall take up classes of Kharkiv Institute (Hangzhou), to participate in academic activities on time arranged by the Institute, and give lectures, experiment and responsible for professional-related homework corrections and exams regularly. Detailed activities will be regulated Party A.

2.2 乙方应始终保持任职资格，并以高效的方式履行相关责任和义务。乙方应按时，足额和令人满意地完成工作。

Party B shall all along remain qualified for the post and perform relevant responsibilities and obligations in a highly efficient manner. Party B shall complete the work on time, in full and to a satisfactory level of quality.

2.3 未经甲方事先书面同意，在合同期限内，乙方不得在中国直接或间接受雇于任何其他公司或个人。

Without the prior written consent of Party A, Party B should not be employed by any other company or individual either directly or indirectly during the Contract term in China.

2.4 乙方应始终胜任受聘岗位，并且高效履行相应的各项职责和义务。乙方应按时、按质、按量的完成甲方交付的工作任务。评估包括三个级别，即优秀，合格和不合格。这项评估将依据哈尔科夫国立大学的评估标准进行。如教学评估和绩效考核为不合格，甲方有权要求乙方限时整改，对于在规定时间内依然达不到考核要求的，乙方将被认定不能胜任现有的教学和管理工作的，甲方有权缩短或终止其合同，而无需支付任何违约金、赔偿金等。

Party B will take the teaching evaluation organized by Kharkiv Institute and related departments of Party A. Three levels are included in this evaluation, namely excellent, qualified and unqualified. This assessment will be based on the assessment criteria of V.N. Karazin Kharkiv National University, Ukraine. If Party B fails to get the qualified or above level, Party A has the right to urge Party B to improve his/her teaching performance within a specified time. If Party B still fails to get the qualified level, he/she will be regarded incompetence in his/her job and Party A then has the right to shorten or terminate the contract with Party B, without paying any compensation.

2.5 乙方的工作安排由哈尔科夫国立大学排定，乙方应严格遵守其安排。

Party B's teaching schedule will be arranged by the Office of Teaching Affairs of V.N. Karazin Kharkiv National University, and Party B shall strictly abide by their arrangements.

三、工作报酬及纳税/ *Salary and Income Tax*

第三条 工资/Article 3 Salary

3.1 乙方应完成的标准工作量为：

课程名称：有序溶液中的离子平衡

工作量：共讲课 32 课时，实践 64 课时；批改作业，考试及阅卷修改。

Party B's standard workload:

Course name: Ion equilibria in organized solutions

32 teaching hours and 64 practice hours, being responsible for professional-related homework corrections and exams regularly.

3.2 乙方工作报酬实行月薪制，每课时¥385RMB，共 96 课时；全部工资如下：¥36960 RMB (税前)。其中乙方三分之二的工资在中国由北京联唐发放，三分之一的工资由乌克兰哈尔科夫国立大学统一管理。

Party B's work remuneration is monthly salary system, basic salary ¥385RMB/ each class hour, a total of 96 hours; all wages are as follows: ¥36960 RMB (before taxable). 2/3 of the salary is paid in China by Beijing Ltang, and 1/3 is centrally managed by V.N. Karazin Kharkiv National University.

3.3 每位老师有来华补贴，包含：在华餐补¥500/1000，乌克兰到办理签证的国家的往返交通费，在第三国办理签证期间产生的餐费，具体金额由哈尔科夫国立大学统一发放。

Each teacher has a subsidy for coming to China, which includes: ¥500/1000 for meals in China, round-trip transport from Ukraine to the country where the visa is processed, and meals incurred during the visa process in a third country, the exact amount of which is paid by V.N. Karazin Kharkiv National University.

第四条 工资支付及个税申报/ Article 4 Personal income tax

4.1 申报和缴纳个人所得税是乙方的义务，甲方按国家有关规定在乙方的工资或其他报酬内代扣代缴。

It is Party B's obligation to report and pay personal income tax. In accordance with relevant national regulations, Party A performs the duty of deducting the tax from Party B's salary and other income and pays it to tax authorities.

4.2 乙方依据本合同取得的均为含税工资。

All the salary and other income that Party B receives under this Contract are taxable.

4.3 工资支付的支付/ Article 4 Payment of salaries

每月付款。甲方应于每月1日将乙方上个月的工资发放。如果日期与法定假日相符，则发薪日将移至上一个工作日。如果甲方由于无法控制的原因或其他重大事件而无法及时付款，则甲方应提前三天通知乙方。甲方最多可以将付款推迟2天。

The payment is given on a monthly basis.

Party A shall give Party B's salary of last month on the 1st day of each month. If the date coincides with a legal holiday, the payday is moved up to the preceding workday. Should Party A be unable to make the payment on time because of uncontrollable reasons or other significant events, Party A should notify Party B 3 days in advance. Party A can postpone the payment for a maximum of 2 days.

第五条 休假 / Article 5 Vacation

5.1 乙方享受中国公民法定带薪节日休假：元旦、春节、清明节、国际劳动节、端午节、国庆节、中秋节以及法律规定的其他节假日，但应遵守甲方因放假而做出的临时性课程调整等安排，不得出现旷工等违反合同的行为。

Besides summer and winter vacation, Party B is entitled to the same legal holidays as Chinese citizens, which includes New Year's Day, Spring Festival, Tomb-sweeping Festival, International Labor Day, Duanwu Festival, Chinese National Day, Mid-autumn Festival and other holidays designated by Chinese law and regulations. Party B shall follow the temporary teaching schedule rearranged by Party A because of the above holidays. Absence from work and other activities against the contract is not allowed.

5.2 本着尊重乙方习俗、宗教信仰的原则，在不影响正常工作的前提下，甲方可酌情在圣诞节等重要节日为乙方安排1天的放假，具体日期由甲方确定。

In accordance with the principle of respect for Party B's customs and religious belief, Party A may grant Party B with a one-day leave on Christmas or other important festivals provided that Party B has finished his/her working assignments. The exact date will be decided by Party A.

六、工作纪律 / *Work Discipline, Reward & Punishment*

第六条 工作纪律 / Article 6 Work discipline

6.1 乙方应遵守甲方国家的法律、法规，尊重中国的风俗习惯。不得干涉中国内政。

Party B must abide by the Chinese laws and regulations, Respect the customs and habits of China, and shall not interfere in China's internal affairs.

6.2 乙方不得从事危害中国国家主权和安全或者危害公共利益的行为，不得进行宗教教育活动。

Party B shall not engage in acts that endanger China's national sovereignty and security or endanger public interests, and shall not conduct religious education activities.

6.3 完成工作任务，并保证工作质量。遵守甲方的工作制度和有关外国专家的管理与教学条例，接受甲方（所聘学院）的工作安排，业务指导、检查和评估。

Party B shall complete the tasks agreed on schedule and guarantee the quality of work. Party B shall observe Party A's work system and regulations concerning the administration and teaching of foreign teachers and shall accept Party A's arrangement, direction, supervision and evaluation in regard to his or her work.

6.4 未经甲方同意，不得兼任与聘方无关的其它任何工作。未经甲方允许，不得在学期中间擅离教学岗位。

Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work. Without party A's consent, Party B shall not leave his or her teaching work during the semester.

6.5 乙方如果违反甲方的规章制度、聘用纪律以及本合同的有关规定，甲方将进行批评教育、经济处罚，直至解除本合同，在哈尔科夫国立大学的许可下，可以不支付任何补偿费用。

Should Party B violate Party A's rules, employment discipline or stipulations in the Contract, Party A may admonish Party B, inform him/her of the correct procedure, impose economic and administrative penalties on Party B, and even terminate the Contract without paying any compensation under the permission of V.N.Karazin Kharkiv National University.

第七条 病假和事假 / Article 7 Sick and personal leave

7.1 乙方在一个合同期内，累计病假不超过3天，工资按照100%发放；超过3天至最长一周的，病假期间工资按不低于杭州市最低工资标准的80%发放；超过法定医疗期期限的（累计休病假超过三个月的，医疗期计算含其中的休息日、法定节假日），甲方有权解除合同。

If the cumulative total of sick leave is no more than 3 days within a contract month, Party B's salary shall be paid in full. Party B is paid by 80 percent of the minimum wage standard in Hangzhou, if the cumulative total of sick leave exceeds 7 days but does not go beyond the three-month legally recognized period of medical treatment. Party A has the right to terminate the Contract if Party B's consecutive sick leave exceeds the three-month legally recognized period of medical treatment, which includes weekend days and public holidays.

7.2 乙方在一个合同期内，事假累计不得超过2天，连续事假不得超过3天。每超过1天，将扣发当天工资。连续事假如超过3天，扣发当月30%工资。

Party B should have no more than 2 personal leave days during his/her Contract. No more than three consecutive days of personal leave will be approved. The salary in that very day shall be deducted for each day of excessive personal leave. If the consecutive personal leaves exceed three days, 30% of the monthly salary shall be deducted.

第八条 旷工、违纪处理 /

Article 8 Absence from work without asking leave and violation of working disciplines

8.1 乙方未经甲方同意而擅离职守，按旷工处理。旷工1天，将扣发当月10%工资；旷工超过3天，扣发当月50%工资。

If Party B is absent from work without the consent of Party A, 10% of the monthly salary shall be deducted. If Party B is absent from work without the consent of the employer for more than 3 days, 50% of the month salary shall be deducted.

8.2 有下列情况之一的，甲方有权解除合同，并追究乙方的违约责任：

In the event of any of the following by Party B, as determined by Party A, Party A reserves the right to terminate the Contract and resort to legal means for compensation:

8.2.1 连续旷工达3天的；

Absence from work without the consent of the employer for 3 consecutive days;

8.2.2 一个合同期内，累计旷工达7天的；

Absence from work without the consent of the employer for a cumulative total of 7 days within a contract period;

8.2.3 严重违反本合同之规定及甲方各项规章制度的行为。

Other acts that seriously violate related articles of this contract and Party A's relevant rules and regulations.

六、合同的变更、终止、解除 / Amendment, Termination and Cancellation of the Contract

第九条 聘用合同的变更 / Article 9 Amendment of the Contract

9.1 本合同依法签订后，合同双方必须全面履行合同规定的义务，任何一方不得擅自变更合同。

After the signing of the Contract in accordance with the law, both Party A and Party B should fulfill the obligations stipulated in the Contract faithfully. Neither Party A nor Party B can amend the Contract without agreement of the other party.

9.2 甲、乙双方经协商一致，可以变更本合同；双方未达成一致意见的，本合同继续有效。

The Contract can be amended if the amendment is agreed upon by both Parties after consultation. The Contract continues to be valid if both Parties cannot agree on the amendment.

9.3 本合同履行过程中，由于国家杭州市新颁布的法律、法规、政策发生变化，使本合同的部分条款无法继续履行的，本合同应当根据法律、法规、政策进行调整变更。

While the Contract is in force, if some of its terms become no longer enforceable due to new laws, regulations and policies issued by China or Hangzhou, the Contract shall be amended in accordance with the new laws, regulations and policies.

9.4 本合同履行过程中，由于客观情况发生重大变化，致使本合同无法继续履行的，经双方协商一致，可以变更本合同。

While the Contract is in force, if objective conditions on which this Contract is based change so that the Contract becomes no longer enforceable, the Contract can be amended if the amendment is agreed upon by both Parties after consultation.

9.5 根据上述第 9.2 条和第 9.4 条，如果其中一方打算修改合同，则应将有关修改要求的书面通知送达另一方，而另一方收到通知后 5 日内作出修改；5 日之内没有答复将被视为不同意修改合同。

According to Article 9.2 and 9.4 above, if one party hereof intends to amend the Contract, he shall serve the other party a written notice with regard to the amendment requirements, and the other party shall make a written reply to the party that requires the amendment to be made within 5 days upon receipt of such notice; no reply within 5 days will be regarded as disagreement to amend the Contract.

第十条 聘用合同的终止 / Article 10 Termination of Contract

10.1 符合下列情形之一的，聘用合同即自行终止：

The Contract is terminated automatically if any of the following occurs:

10.1.1 聘用合同约定的期限届满，双方没有续签聘用合同的。

The Contract expires and Party A and Party B have not renewed the Contract upon its expiration;

10.1.2 乙方死亡或被人民法院依法宣告死亡或者宣告失踪的。

Party B dies or is declared dead or missing by the people's courts;

10.1.3 甲方和哈尔科夫学院依法破产、解散、被吊销营业执照或被责令关闭的。

Party A and Kharkiv Institute (Hangzhou) are bankrupt, disbanded, has its operating license revoked or is ordered to be closed down in accordance with the law;

10.1.4 法律、法规规定的聘用合同终止的其他情形。

Any other circumstances occur under which the Contract must be terminated as required by law.

10.2 本合同期限届满终止的，甲方应当提前 5 日通知乙方。

When the Contract terminates upon expiration of its term, Party A should inform Party B 5 days in advance.

第十一条 聘用合同的解除 / Article 11 Cancellation of Contract

11.1 经甲、乙双方协商一致，可以解除本合同。

The Contract can be canceled upon agreement by both Party A and Party B following consultation.

11.2 乙方有下列情形之一的，甲方可以随时解除聘用合同，不支付任何解除合同的費用：

Party A is entitled to cancel this Contract if Party B is found to be in any of the following circumstances,

under which Party A will not pay any economic compensation for cancelling the Contract:

11.2.1 严重违反工作纪律或者甲方规章制度的;

Party B is in serious violation of the working discipline or rules of Party A;

11.2.2 严重失职、营私舞弊、对甲方利益造成重大损害的;

Party B commits serious dereliction of duty or practices graft, causing substantial damage to Party A;

11.2.3 被追究刑事责任、行政拘留、司法拘留、强制戒毒的;

Party B is sued for criminal liability in accordance with the law, gets administrative or judicial detention and receives compulsory detoxification treatment;

11.2.4 被证明有欺诈行为、隐瞒与本合同以及工作有关的重大事实的。

Party B is proved guilty of fraud, failing to reveal important information related to this Contract or Party B's work.

11.3 有下列情况之一的,甲方可以解除聘用合同,但应提前三日以书面形式通知乙方:

Party A can cancel the Contract if one of the following circumstances occurs but must give Party B 3 days' prior written notice:

11.3.1 乙方患病或者非因工负伤,医疗期满后不能从事原工作也不能从事甲方安排的其他工作或者不符合国家和杭州市从事有关行业、工种岗位规定,甲方无法另行安排工作的;

After the set period of medical care for an illness or non-work-related injury, Party B can engage neither in his original work nor in other work arranged by Party A, or Party B no longer qualifies for certain jobs as stipulated by the central government and Hangzhou and therefore Party A cannot arrange other work for Party B.

11.3.2 乙方不能胜任工作,经培训或调整工作岗位,仍不能胜任工作的;

Party B is incompetent and remains incompetent after training or adjustment of his post;

11.3.3 乙方有违约行为而未在 72 小时内补救的;

Party B is in breach of Contract and has not remedied the breach within 72 hours;

11.3.4 本合同订立时所依据的客观情况发生重大变化,致使本合同无法履行,经甲乙双方协商不能就变更聘用合同达成协议的;

A major change in the objective circumstances relied upon at the time of conclusion of the Contract renders it unenforceable and, after consultation, Party A and Party B are unable to reach agreement on amending the employment Contract;

11.3.5 本合同期限届满后双方未续订聘用合同而形成事实聘用关系,双方就续订聘用合同期限及条件不能达成一致的。

After the expiration of the Contract, Party A and Party B have not renewed the Contract but Party B has formed an actual employment relationship and the two Parties cannot reach agreement on the period of validity and terms on renewing Contract.

11.4 乙方解除本合同的,应当提前 3 日以书面形式通知甲方。经甲方批准后,乙方应当按照甲方规定办理离职交接手续并结清有关费用、违约金。

If Party B intends to cancel the Contract, Party B should give Party A 3 days' prior written notice. After approval by Party A, Party B should go through the termination procedures as required by Party A and settle all relevant fees and pay breach penalty.

11.5 符合下列情形之一的,乙方可以随时以书面形式通知甲方解除本合同:

Party B can inform Party A at any time to cancel the Contract if one of the following things occurs:

11.5.1 甲方有欺诈行为导致乙方签订本合同的;

If Party A used deception to induce Party B to sign the Contract;

11.5.2 甲方未按照本合同约定支付乙方聘用报酬或者提供聘用条件的；

Party A does not pay salary or does not offer working conditions according to the Contract.

11.6 乙方依照本合同 11.4 条解除本合同，给甲方造成经济损失的，应承担赔偿责任的。

If Party B cancels the Contract according to 11.4 and has caused economic losses to Party A, Party B should pay compensation to Party A;

11.7 在本合同约定的解除合同通知期内，甲方有权要求乙方继续工作，乙方应按照本合同约定和甲方的要求完成甲方安排的工作。

During the period of prior notice stipulated in this Contract, Party A is entitled to ask Party B to continue to work and Party B should do work arranged by Party A in accordance with the Contract and the requirements of Party A.

11.8 在本合同约定的解除合同通知期内，乙方继续为甲方工作的，甲方应根据乙方的工作情况支付乙方相应的工资。甲方要求乙方继续工作而乙方未工作的，甲方可以不支付乙方工资。

During the period of prior notice stipulated in this Contract, If Party B continues to work for Party A, Party A should pay wages to Party B in line with his work. If Party B refuses to work for Party A as requested, Party A can stop paying wages to Party B.

第十二条 离职交接和财产返还 /

Article 12 Handover and return of property

12.1 本合同终止或者解除时，乙方必须按照甲方要求办理离职交接手续。如因为乙方交接不当、拒绝交接、交接不完整而造成甲方损失的，乙方应当承担赔偿责任。

Upon termination or cancellation of the Contract, Party B should carry out the procedures to hand over his work. If damage is incurred upon Party A because Party B has not properly handed over his work, refused to hand over his work or only partially handed over his work, Party B should bear the liability to pay compensation.

12.2 乙方应立即返还其使用或占有的合法属于甲方的一切财物、设施及相关物品。

Party B should return all properties, equipments and related belongings that Party B is using or are in his/her possession but belong to Party A.

七、聘用合同的续订 / *Extension of Contract*

第十三条 本合同的续订 / Article 13 Extension of the Contract

13.1 本合同期限届满前，甲、乙双方应当就本合同是否续订进行协商。甲、乙双方同意续订本合同的，应当在本合同期限届满前签订书面协议。

Party A and Party B should conduct consultation on whether to extend this Contract before it expires. If Party A and Party B agree to extend the Contract, a written agreement should be signed before it expires.

13.2 本合同期限届满前十日，如乙方有意续订合同，可向甲方提出续订本合同的申请，双方同意续订后办理合同续订手续。

If Party B intends to extend the Contract, he/she should submit an application for the extension to Party A at least 10 days before the Contract expires. If both Parties agree, they can carry out the procedures to extend the Contract.

第十四条 本合同续订期限 / Article 14 Term of renewed Contract

14.1 本合同续订期限原则上不少于本合同期限，双方另有约定除外。

In principle, the length of time of the renewed Contract should be no less than that of this Contract unless otherwise agreed upon by both Parties.

14.2 本合同期限届满后，因甲、乙双方未办理终止或者续订手续而形成事实聘用关系的，甲方应当及时与乙方协商续订聘用合同。双方对于期限及聘用合同其他条件不能协商一致的，双方均可提前三天向对方提出解除事实聘用关系，提出解除的一方应当依法承担法律责任。

After the expiration of this Contract, if Party A and Party B have not carried out the procedures to terminate the Contract and have formed an actual employment relationship, Party A should conduct consultations with Party B in a timely fashion on renewing the Contract. If the two Parties can not reach agreement on the term and other articles of a new contract, both Parties can propose a termination of their actual employment relationship by giving the other party 3 days' prior notice. The party that proposes the termination of Contract will bear legal liabilities in accordance with the law.

八、违反和解除聘用合同的法律责任 / Legal Liabilities for Breach or Cancellation of Contract

第十五条 违约责任的原则 / Article 15 Principles governing liabilities for breach of Contract

15.1 任何不适当、不按时、不全面履行本合同全部或者部分义务的行为，都构成违约行为，应当承担违约责任。

Any act that results in the inappropriate, untimely and incomplete fulfillment of all or part of the obligations stipulated in the Contract constitutes breach of Contract and the responsible party should be held liable for the breach.

15.2 关于违反合同的任何违约责任，合同双方同意违约方向守约方按国家有关法规赔偿经济损失。

Regarding the liabilities for breach of Contract, both Parties in this Contract agree that the breaching party should pay economic compensation to the non-breaching party in accordance with relevant laws and regulations of China.

15.3 本合同到期终止，除法律另有规定外，双方均不承担违约责任和赔偿责任。

In the event of the Contract terminating upon expiration, neither party shall be liable for breach of Contract and compensation.

第十六条 乙方的违约责任 / Article 16 Party B's liabilities for breach of Contract

16.1 乙方提前解除合同给甲方造成的损失，乙方应当承担赔偿责任。乙方的合同尚未到期，又不符合 11.4 条和 11.5 条所列的解除条件，而单方面解除合同或擅自离职的，乙方应当向甲方支付违约金。

Party B is liable for damages it causes to Party A by canceling the Contract before it expires. Party B should pay compensation to Party A if he/she unilaterally cancels the Contract before it expires or quits the post without prior notice, except in situations described in 11.4 or 11.5.

第十七条 甲方的违约责任/Article 17 Party A's liabilities for breach of Contract

17.1 甲方依据本合同 11.3 条解除本合同的，应当按照国家和杭州市的有关规定支付乙方解除劳动合同经济补偿金。

In the event that Party A cancels the Contract in accordance with 11.3 of this Contract, it should pay severance pay to Party B in accordance with relevant regulations of the central government and the municipal government of the city of Hangzhou.

17.2 甲方未按照本合同约定向乙方提供聘用条件、支付聘用报酬的，应当依照国家和杭州市规定承担赔偿责任。

If Party A fails to provide Party B with working conditions as stipulated in the Contract or fails to pay Party B's wages, Party A should pay compensation to Party B in accordance with the laws and regulations of the central government and the municipal government of the city of Hangzhou.

九、聘用争议处理 / Dispute Resolution

第十八条 聘用争议处理/ Article 18 Dispute resolution

甲乙双方在本合同履行过程若发生争议，首先由争议双方协商解决。协商不能解决的，由争议一方方向中国国际经济贸易仲裁委员会申请仲裁。仲裁使用汉语和英语。

If a dispute arises between the parties in the course of the performance of this contract, it shall first be settled by mutual agreement. If the dispute cannot be resolved through negotiation, the disputing party shall apply to the China International Economic and Trade Arbitration Commission for arbitration. The arbitration shall be conducted in Chinese and English.

第十九条 法律适用 / Article 19 Laws applicable

19.1 与本合同及附件有关的履行、协商、争议解决之程序和实体法律均适用中国法律。

The laws of China are applicable to all procedures and relevant laws governing the enforcement, consultation, dispute resolution in relation to this Contract and its appendixes.

19.2 本合同及附件条款及内容如与国家法律、法规相抵触时，以国家法律、法规为准。

If the terms or contents of this Contract and its appendixes are in conflict with China's laws and regulations, China's laws and regulations prevail.

19.3 本协议的形成、有效性、执行、修改和终止遵守《中华人民共和国中外合作办学条例》及其实施办法。

The formation, validity, execution, amendment and termination of this Agreement shall be subject to the Regulations of the People's Republic of China on Chinese-Foreign Co-operation in Education and its implementation measures.

十、保密协定/ Confidentiality Agreement

第二十条 双方的义务 / Article 20 Obligation

20.1 甲方须严格为乙方保密，不得向除乙方外的任何受聘于甲方的其他外籍人员透露与乙方的合同内容、工资报酬、工作安排等相关内容。

Party A should act in accordance with this confidentiality agreement and should not reveal any information to other foreign Teacher's working for Party A regarding Party B's contract, working arrangements, salary and etc.

20.2 乙方不得干涉甲方受聘外籍人员的一切合同事务，不得向任何受聘于甲方的外籍人员透露与甲方的合同内容、工资报酬、工作安排等相关内容，亦不得询问或通过其他途径变相询问其他受聘于甲方的外籍人员的合同内容、工资报酬、工作安排等内容。

Party B should act in accordance with this confidentiality agreement and should not interfere into any contract affairs of any foreign staffers working for Party A, or reveal any information to other foreign staffers working for Party A regarding Party B's contract, working arrangements, salary and etc, nor should Party B enquire directly or indirectly about the contract, working arrangements, salary and etc of other foreign staffers working for Party A.

第二十一条 违约责任 /

Article 21 Breach Penalty for Confidentiality Agreement

21.1 乙方经调查核实后，如确实发现甲方违反 21.1 内容之规定，如：向其他甲方受聘外籍人员透露乙方的合同细节、工作安排、工资报酬、工作量，从而给乙方造成经济损失的，甲方应向乙方一次性支付赔偿金 1000 美元。

After investigation and verification of Party B, if Party A is proved to breach the confidentiality agreement stipulated in 21.1, for example, to reveal to other foreign staffers working for Party A of Party B's contract details, working arrangements, salary, work load and etc, which results in the loss for Party B, Party A should pay a compensation of 1000 USD for Party B.

21.2 甲方经调查核实后，如确实发现乙方违反 21.2 内容之规定，如：干涉甲方受聘外籍人员的合同事务，向其他甲方受聘外籍人员透露合同细节、工作安排、工资报酬、工作量，或为其提供与甲方谈判合同的参考意见等，从而造成甲方商业秘密泄露或为甲方造成损失的，乙方应一次性向甲方支付赔偿金 1000 美元；如乙方泄密情节十分严重，甲方有权立即终止其合同，无需支付任何赔偿金。

After investigation and verification of Party A, if Party B is proved to breach the confidentiality agreement stipulated in 21.2, for example, to interfere into the contract affairs of any foreign staffers working for Party A, reveal contract details, working arrangements, salary, work load and etc, or provide any reference or suggestions to any foreign staffers working for Party A in the contract negotiations, which results in the loss for Party A, Party B should pay a compensation of 1000 USD for Party A; if Party B severely breaches the confidentiality agreement, Party A have the right to terminate the contract immediately with Party B, without paying any compensation.

十一、附则 / Supplementary Articles

第二十二條 合同文本 / Article 22 Text of Contract

本合同一式两份，用中、英文书就，仅中文具有法律效力。英文翻译件只供参考，不具法律效力。

There are 2 originals copies of the Contract, written in Chinese and translated into English. Only the Chinese version has legal effect. The English translation is for reference only and does not have legal binding force.

第二十三條 本合同的生效 / Article 23 Force of the Contract

本合同自签订后生效。

This Contract shall come into effect upon signature.

第二十四條 本合同的解释 / Article 24 Interpretation of Contract

本合同及附件的内容及条款由甲方外籍人员管理部门解释。

The department of Party A responsible for the management of foreign staff affairs has the final right to interpret the contents and terms of this Contract and its appendixes.

甲方：北京联唐教育咨询有限公司

Party A: Beijing Ltang Education
Consulting Co, Limited

法定代表人 (Legal Representative):

李兴元 / Lee Xingyuan

Date: 2023-9-1



乙方:

Teacher: Serhii Yeltsov

Date: 2023-9-1

附件/Annexes:

福利待遇 / *Benefits*

第一条 签证及保险 / Article 1 Visa Coverage and Medical Care

1.1 甲方根据乙方的实际情况，按照外国专家局的具体要求，协助乙方申请相应类别的签证，如人才签证、访问签证或工作签证。签证费由甲方负责。

In accordance with the actual situation of Party B, and also in accordance with the specific requirements of the Foreign Experts Bureau, Party A shall assist Party B to apply for the corresponding type of visa, such as a talent visa, Scholars Visas or work visa. Visa fees to be covered by Party A.

1.2 保险 / insurance 甲方将根据中国的医疗制度在甲方医院购买乙种“综合保险”医疗服务。它涵盖死亡保险，意外伤残保险，意外伤害医疗保险，门诊和急诊医疗保险以及住院和医疗保险，但医生的家访，往返医院的交通，安装假牙，清洁牙齿，进行美容手术，按摩，购买眼镜和非医疗补品。（如果合同期限不超过六个月，则甲方将帮助乙方获得保险，甲方将支付保险金。）

Party A will purchase Party B with the 'Comprehensive Insurance' medical care in the hospital of Party A, in accordance with China's medical system. It covers Death insurance, Accidental disability insurance, Medical Insurance for Accidental Injury, Outpatient and Emergency Medical Insurance and Hospitalization and Medical Insurance except doctor's home visits, transportation to and from hospital, fitting false teeth, cleaning teeth, undergoing cosmetic, surgery, massage, buying spectacles and non-medical tonics. (If it's a contract no longer than six months, Party A will help Party B to get the insurance, and Party A will pay for the insurance.)

第二条 交通费用 / Article 2 Transportation allowances

2.1 根据外国专家局有关规定，甲方为乙方承担任期内回国最近距离航线的经济舱的交通补贴：

According to related rules and regulations of State Administration of Foreign Experts Affairs, the P.R. of China:

2.2 甲方将向乙方提供从____到北京/上海的经济舱机票，合同终止后，还将从北京/上海前往乙方的原籍国的机票作为交通补贴。

Party A will provide Party B with an economic class air-ticket from Europe to Beijing/Shanghai and Hangzhou and upon ending contract another air-ticket from Beijing/ Shanghai to Party B's home country as transportation allowance when Party B finishes his/her contract with Party A.

2.3 甲方将承担任期内来校时间段内产生的国内城市间交通费，即出入境口岸城市至杭州的往返交通费用。

Party A will bear the domestic inter-city transportation expenses incurred during the period of the term of office, that is, the round-trip transportation expenses from the port of entry and exit to Hangzhou.

第三条 住房 / Article 3 Living Standard

3.1 乙方居住在杭州师范大学公寓的，甲方为乙方提供带独立卫生间的公寓，配备设备包括：免费无线网络、冰箱、水壶、空调、热水器、及衣橱、桌椅等基本家具。

Party A shall provide Party B with an apartment in campus of Hangzhou Normal University, with one bedroom and bathroom. Such appliances and furniture as free Internet, fridge, electric kettle, air-conditioner, shower, closet, table and chair will be equipped in Party B's apartment.

3.2 乙方应严格遵守甲方的如下专家公寓管理规定：

Party B shall obey the following regulations of foreign expert apartment:

3.2.1 会客人员一律凭证件登记方可进入，并应在晚十点钟以前离开。

Visitors are only allowed to enter after they register with their personal identification card and they should leave the apartment no later than 10:00 pm.

3.2.2 乙方居住的房间，只供其本人使用，不能转让他人居住，不得留宿他人。如乙方的亲人远道来访，需要留宿的，应事先向杭州师范大学国际交流与合作处提出申请，经同意和办理住宿手续后，才能入住。

The foreign expert apartment is for the personal use only for Party B. It is prohibited to sublet or let others stay in the apartment over night. On special occasions when the Party B's relatives come to visit, they are allowed to stay after they get the permission from International Office of Hangzhou Normal University.

3.2.3 为保证公寓卫生及他人安全，专家公寓内禁止饲养宠物。

For sanitary and safety reasons, pets are not allowed to feed in the foreign expert apartment.

3.2.4 外出时，注意切断电器设备的电源（电冰箱除外）。贵重物品要妥善保管，钥匙随身携带，不要转交他人。不准私自配钥匙或更换门锁。遗失钥匙应及时报告专家公寓服务人员和国际交流与合作处。如不小心将钥匙留在房内，请与国际交流与合作处联系，不要自行破门。

Party B shall cut off all the electricity, except the fridge, in the apartment while going out. Valuable properties and keys should be taken with Party B and do not give it to others. Cutting keys or changing locks are prohibited. Party B shall report to Party A once their key is missing. If keys are left inside the apartment, please contact Party A first and do not break in without permission.

3.2.5 乙方应保证公寓各房间、厨房、卫生间及墙面的干净整洁。

Party B shall keep all the rooms, kitchen, toilet and walls clean and tidy.

3.2.6 公寓配备的电器、用具等，乙方在使用时须注意安全。配备使用的物品，要妥善保管，如由于乙方使用不当等人为原因造成专家公寓家具或电器损坏或丢失的，必须照价赔偿。

Party B shall follow the instructions of all the electronic appliances and equipments and take good care of the property in the apartment. If the furniture or appliances are found to be broken or missing because of Party B's misuse or other human factors, Party B shall compensate according to the original price to Party A.

3.3 专家公寓不收取水电及燃气费用。

The specialist apartment do not charge for water, electricity or gas fee.

甲方：北京联唐教育咨询有限公司

Party A: Beijing Ltang Education
Consulting Co, Limited

法定代表人 (Legal Representative)

李兴元 / Lee Xingyuan

Date: 2023-9-1

乙方：

Teacher: Serhi Yeltsov

Date: 2023-9-1

