

Teaching Agreement

Foreign Teacher in the People's Republic of China

No. _____

Party A: CTW., Ltd. (hereinafter referred to as Party A)

Party B: _____ (hereinafter referred to as Party B)

This agreement is signed by Party A and Party B in accordance with and governed by the relevant laws and regulations of the People's Republic of China.

Article One: Term of Agreement

The Term: From _____ to _____, including:

The Probation Term: From _____ to _____ and consisting of:

The Teaching Term: The First Term: From _____ to _____

The Second Term: From _____ to _____

(Teaching commencement and finishing dates may be different with the above dates)

Summer/Winter Vacation: From _____ to _____

Upon the expiration of the agreement, the employment relationship will be automatically terminated.

This agreement can be renewed one-month before the expiry date with Party A and Party B agreeing in writing to the extension under the same terms and conditions of the original agreement. Where the terms and conditions differ from the original agreement, such differences shall be documented and a new agreement incorporating such differences shall be executed by the two parties.

In the event that either Party A or Party B do not wish to extend the agreement when it expires then that party shall notify the other party in writing at least one month prior to the expiration of this agreement that they do not wish to extend the agreement.

Article Two: Requirements on Employment

1. Party B should have appropriate teaching qualifications and experience and shall provide Party A with full and complete details of such qualifications and experience.
2. Party B should be in good health and shall provide Party A with a doctor's certificate confirming that Party B is in good health. Party B must disclose to Party A any pre-existing medical conditions that Party B has at the time of executing this agreement.
3. Party B shall teach a minimum of 20 teaching sessions per week and a maximum of 30 teaching sessions per week. The length of each teaching session shall not exceed 45 minutes. Where the teaching sessions vary in length or number, the terms and conditions of such variations shall be agreed to in writing by both parties and appended to this agreement. Party B shall be remunerated in accordance with Article Three, Paragraph 1 of this agreement.
4. Party B shall provide Party A with copies of the following documents:
 - a) Resume detailing educational background and teaching experience.
 - b) Clear and readable copy of Passport photo and signature pages (A4 paper).
 - c) Copy of degree and teaching qualifications (A4 paper).
 - d) 10 photos (passport sized).
 - e) References from previous institutions where Party B has been employed (if available).
 - f) Police Statement confirming that Party B has no criminal record.
5. Party B shall be required to take a physical examination in a hospital nominated by the Shanghai Public Security Exit-Entry Administration Bureau within one-month of Party B's arrival in China,

with the resultant report being provided by the hospital to Party A. Party A will cover the cost for the medical checkup.

Article Three: Salary and Welfare

1. Under the terms of this agreement Party B shall work _____ teaching sessions per week and Party B shall be paid in accordance with the table below. The amounts in the table below are gross amounts. Individual income tax will be deducted from Party B's monthly salary by Party A and remitted to the taxation authorities on behalf of Party B. Where Party B teaches for less than one month then the amount paid to Party B for Party B's services shall be calculated on the number of actual teaching days and pro rated accordingly. The daily payment shall be calculated as 1/30 of the monthly salary. Party A shall pay Party B monthly in arrears on the last day of each month.

Teaching Sessions (Per week)	Monthly Salary (CNY/month)
20	4800
21	5200
22	5600
23	6000
24	6400
25	6800
26	7200
27	7600
28	8000
29	8400
30	8800

2. Party A will provide free airport pick up for Party B when Party B first arrives in Shanghai unless Party B requests otherwise.
3. Party A will assist Party B in applying for "Registration Form of Temporary Residence" within three days of Party B's arrival. If Party A formally employs Party B after the probation term, Party A will apply for the "Foreign Experts Certificate" and "Residence Permit for Foreigner in the People's Republic of China" for Party B, The "Residence Permit for Foreigner in the People's Republic of China" allows Party B to work and stay in China. Party A will pay all of the relevant fees for such applications.

Notes:

- 1) The Chinese Government will issue a "Foreign Experts Certificate" to Foreign Experts including foreign staff and foreign teachers who are involved in Education in China.
- 2) Foreigners who will live, work or study in China are required to apply for the "Residence Permit for Foreigner in The People's Republic of China".
4. Party A will provide Party B with a "General Insurance against Personal Accidental Injury" Policy (Medical insurance is not included) and Party A will pay the premiums on said policy during the term of this agreement.
5. Party B shall be entitled to one paid sick day per semester during the term of this agreement provided that Party B provides Party A with a valid medical certificate. For all further sick leave taken, the salary shall be unpaid.
6. Should Christmas day fall on a weekday, Party B shall be entitled to take a paid annual leave day on Christmas Day (Dec 25) provided that Party B informs the school at least one week in advance.
7. For any further leave taken with the school's prior permission, CNY 150 will be deducted from Party B's monthly salary for each standard teaching session.

8. For any leave taken without the school's permission, CNY 250 will be deducted from Party B's monthly salary for each standard teaching session. When notification of leave is given on the same day, it will be considered leave without permission.
9. Party B has the right to enjoy all legal holidays stipulated by the Chinese government during their working period in China. Party B must follow the adjusted working schedule set by Chinese government for the legal holidays. Any working days which fall on the weekend due to the holidays are not be considered as overtime, so the salary will be paid as usual according to Article Three, Paragraph 1.

Payments during Vacation Breaks

10. Party A will pay Party B a one-off traveling allowance of CNY 2000 for vacation breaks between teaching terms when Party B has agreed to teach for consecutive teaching terms. This allowance will be paid to Party B together with the first month's salary after returning from the vacation break.
11. Where classes are held during the vacation break Party A may request that Party B teach during the vacation break. Party B will be paid CNY100 for each teaching session. Such payments will be made to Party B together with the first month's salary after returning from the vacation break.

Article Four: Tasks For Party B

1. The number of teaching sessions that Party B will teach each week is _____.
2. Party B must take the agreed number of teaching sessions as detailed in Article Four, Paragraph 1 above. Party A may request that Party B teach at multiple schools during the term of this agreement.
3. Party B must ensure at all times that they are punctual for all teaching sessions.
4. Party A shall monitor Party B's teaching performance and, where Party A deems it necessary, Party A shall have the right to adjust Party B's workload and the school(s) Party B teaches.
5. Party B must prepare their own lessons and teaching materials, and ensure that the lessons being taught are graded to the age and ability of the students. Party B should forward their teaching plan to Party A in written form at least once a month.
6. As part of Party B's duties, Party B may be required to attend school ceremonial functions and parent teacher evenings. Such functions will not be treated as teaching sessions and therefore Party B shall not be paid for attendance at these functions.
7. Party B must abide by the rules and regulations of Party A and Party B's school(s).
8. Party B will be required to attend the premises of Party A from time to time to collect their salary, complete visa application forms and perform other necessary administrative tasks.

Article Five: Responsibilities and Obligations of Party A

1. Party A must make Party B aware of the relevant laws and regulations of the People's Republic of China as well as the rules of the school(s) that Party B will be teaching at.
2. If Party B so requests, Party A will provide Party B with constructive evaluation of and feedback about Party B's teaching performance.
3. Party A will provide the necessary documentation to Party B for their visa application for China.
4. Party A will arrange a coordinator for Party B, who will be responsible for all communication with Party B in relation to Party B carrying out their duties and obligations under this agreement.
5. Party A will pay Party B the agreed salary on a timely basis in accordance with Article Three of this agreement.
6. Party A must ensure that they keep all terms and conditions of this agreement confidential. Disclosure of such terms and conditions shall be treated as a breach of this agreement.

Article Six: Responsibilities and Obligations of Party B

1. Party B must abide by the laws and regulations of China and must behave in a socially acceptable manner. Party B must respect the traditions and customs of Chinese people at all times.
2. Party B must abide by the rules and regulations of the school and abide by the teaching arrangements and any lesson modification requests from the school, the school may send a teacher to attend class in order to evaluate the quality of teaching; Party B should provide Party A monthly with basic lesson plans covering teaching goals and methods.
3. Party B must allow the school and Party A to listen to and provide feedback on Party B's lessons provided at least 24 hours advance notice is given.
4. Party B must take into account and act on all reasonable suggestions and feedback provided by Party A.
5. Party B cannot take any part time jobs without Party A's written consent.
6. Party B must ensure that they go to the local Chinese Consulate and apply for a visa to go to China. Party B is responsible for the payment of visa application fees.
7. Party B agrees to perform their teaching tasks in a professional manner.
8. If Party B intends to leave China for any reason whatsoever during the term of this agreement, then they must provide Party A with 2 weeks prior written notice including details of how long they will be away for and when they will be returning. Party A has the right to deduct from Party B's salary any costs incurred by the school or by Party A as a result of Party B's absence.
9. Party B is responsible for any damage caused to the apartment provided by Party A and in this regard Party A has the right to deduct from Party B's final months salary such amounts as are necessary to cover the cost of rectifying such damage;
10. Party B must move out of the apartment arranged by Party A within 7 days of the end of contract. Party B must ensure that they pay all outstanding bills such as: Water, Electricity, Gas, Telephone, Internet, etc. prior to leaving China at the end of their term.
11. If Party B is having difficulty in carrying out their duties under this agreement then they shall immediately inform Party A in writing of such difficulties and Party A shall endeavour to assist Party B in resolving such difficulties. Such difficulties shall not constitute a valid reason for Party B terminating this agreement.
12. Party B must ensure that they keep all terms and conditions of this agreement confidential. Disclosure of such terms and conditions shall be treated as a breach of this agreement.

Article Seven: Revision, Termination and Dissolution of Agreement of Exchange

1. After execution of this agreement, both Parties must ensure that they fulfill their duties and obligations under this agreement. Any changes to this agreement must be agreed to in writing by both parties and appended to this agreement thereby becoming part of this agreement.
2. On expiration of the agreement term or when this agreement is terminated by either party in accordance with the termination provisions contained herein, the agreement will be terminated with both parties released from their obligations under this agreement with the exception of the confidentiality provisions which shall remain in full force and effect for a period of 3 years after the termination of this agreement.
3. During the term of the contract, if Party B has been refused by a school because of failing to achieve the school's teaching targets, and if Party A has a position in another school available, Party B will be placed in that school for another one-month probation. Should there be any period where no teaching is being performed by Party B while Party A is arranging a new school, Party A will not provide Party B with salary.
4. Party A has the right to terminate this agreement by giving notice in writing to Party B under the following circumstances:

- (1) At any time during the probationary period. In the event of such termination payment for services rendered by Party B shall be calculated based on actual teaching days prior to the agreement being terminated. A reason for the termination will be provided to Party B.
 - (2) Where Party B violates the laws and regulations of the People's Republic of China or the rules, regulations and labor disciplines of Party A.
 - (3) When Party B breaches a clause of this agreement and does not rectify such breach within 7 days of receiving notice in writing of such breach from Party A.
 - (4) The school deems that Party B is unable to competently complete their duties and responsibilities under this agreement and notifies Party A that they do not wish for the teacher to continue teaching at the school.
 - (5) The teacher is unable to pass two different interviews and/or trial lessons at two different schools.
 - (6) Party B uses corporal punishment on or humiliates the students.
 - (7) Party B is negligent in their duties resulting in damage to the reputation of Party A.
 - (8) Party B gets ill and is unable to teach for 30 consecutive days after falling ill.
5. Party B has the right to terminate this agreement by notice in writing to Party A under the following circumstances:
- (1) Where Party A fails to pay Party B their salary as agreed in this agreement.
 - (2) Party B is unable to teach due to sickness or other emergency circumstance.
 - (3) Where Party B has valid concerns for their safety and security and notifies Party A in writing of such concerns.
 - (4) When Party A breaches a clause of this agreement and does not rectify said breach within 7 days of receiving notice in writing of such breach from Party B.

Article Eight: Violation and Compensation

1. In the case of a dispute both parties agree to have the dispute settled by arbitration. The arbitrator shall be the Foreign Experts Affairs Arbitration Office of the State Administration of Foreign Experts Affairs whose decision shall be final and binding on both parties. The Foreign Experts Affairs Arbitration Office of the State Administration of Foreign Experts Affairs shall determine what compensation (if any) shall be paid.
2. Where Party A terminates this agreement for reasons of force majeure then Party A shall pay to Party B all fees and allowances due to the date of termination. Where Party A terminates this agreement without a valid reason then Party A shall pay all fees and allowances due to Party B for the term of this agreement as well as reimburse Party B for all their travel costs incurred in relation the performance of their duties under this agreement.
3. If Party B wants to dissolve the contract with some force majeure reasons, Party B should give the relevant certification to Party A and all costs relating to their departure will be paid by Party B; If Party B wants to dissolve the contract without any valid reason, besides paying the costs of departure, Party B will also pay compensation to Party A. The amount of damages payable by Party B to Party A shall be determined by the Foreign Experts Affairs Arbitration Office of State Administration of Foreign Experts Affairs and its decision shall be final and binding on Party B.

Article Nine: Other Issues

1. The parties to this agreement agree to use their best efforts to resolve any disputes that may arise. In the event that the parties are unable to resolve such disputes they agree to submit to the exclusive jurisdiction of the Court of China whose verdict shall be final and binding on both parties.
2. This agreement is executed on _____ (date) at _____ (where). This agreement is completed in duplicate with each party having two copies, one in Chinese and the other in English.

Party A: Shanghai Tong Hu Consulting Service Co., Ltd

Representative:

Date:

Party B:

Date:

Welfare for Foreign Teachers

1. Party A will pay Party B an accommodation and food allowance totaling CNY 2400 each month. For all other sick leave taken (except for one paid sick day) the allowance shall be unpaid. Party B shall be required to attend the premises of Party A to collect their allowance on the last day of each month. During the term of the contract, if Party B has been refused by a school because of failing to achieve the school's teaching targets, and if Party A has a position in another school available, Party B will be placed in that school for another one-month probation. Should there be any period where no teaching is being performed by Party B while Party A is arranging a new school, Party A will not provide Party B with welfare.

This allowance can be arranged in the three ways detailed below:

- 1) Party A will arrange for Party B to live in the school's apartment where Party B teaches. Party A will pay the allowance to the school directly each month. Party B shall be responsible for the payment of other accommodation based charges including Water, Electricity, Gas, Telephone, Internet, Cable TV and any cost due to living.
- 2) Party A will arrange a single apartment off-campus for Party B. Party A will pay the rent, rental bond and agent's commission and arrange for the apartment to be furnished. In addition Party A will pay to Party B CNY 600 monthly to cover basic food costs. Where Party B only works for part of the month then the allowance shall be calculated on the number of actual teaching days and pro rated accordingly. The daily payment shall be calculated as 1/30 of the monthly allowance. Party B shall be responsible for the payment of other accommodation based charges including but not limited to Water, Electricity, Gas, Telephone, Internet, Cable TV. Should teachers have any special requirements (such as a larger apartment) for an the apartment organized by Party A, then any extra rental costs incurred will be covered by Party B.
- 3) Party A will pay Party B CNY 2400 as allowance each month. Where Party B only works for part of the month then this payment shall be calculated on the number of actual teaching days and pro rated accordingly. The daily payment shall be calculated as 1/30 of the monthly allowance.

After careful consideration of the above 3 options Party B chooses Option _____. In the event that Party B wishes to change this option at a later date then Party B shall notify Party A in writing of the change and Party B agrees to be responsible for and to reimburse Party A for any loss or out of pocket expenses incurred by Party A as a result of Party B's decision to make the change.

1. Party A will pay Party B CNY 800 each month as an air-ticket allowance. Where Party B only works for part of the month then this payment shall be calculated on the number of actual teaching days and pro rated accordingly. The daily payment shall be calculated as 1/30 of the monthly allowance.
2. Party A will pay Party B CNY _____each month as a transportation allowance. Where Party B only works for part of the month then this payment shall be calculated on the number of actual teaching days and pro rated accordingly. The daily payment shall be calculated as 1/30 of the monthly allowance. The amount payable under this allowance is dependent on the distance between Party B's accommodation and the school. This allowance shall not be payable where Party B resides at the school's dormitory.

Welfare during Vacation periods

1. During Vacation Periods, providing Party B has agreed to teach for consecutive teaching terms, Party A will pay Party B the accommodation allowance in accordance with Paragraph 2 of the Welfare agreement (If Party B choose Option 3, Party A will provide CNY 1800 for every month). The daily payment shall be calculated as 1/30 of the monthly allowance. Note that the food allowance will not be payable to Party B during the vacation break.
2. All other allowances will be suspended until the next semester begins.

Party A: CTW., Ltd.

Representative:

Date:

Party B:

Date: