# 施工合同签订的英文范文通用7篇

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**施工合同签订的英文范文 第一篇**

The following document offers excellent guidelines when preparing a timber sale contract.?Separate articles may be added to suit specific circumstances.?It is advised that the Seller and Purchaser employ legal counsel to review the contract prior to its endorsement.

Contract entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_., by and between \_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_ Illinois, hereinafter called the Seller, and \_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_(city), \_\_\_\_\_\_\_\_\_\_\_(state), Illinois Timber Buyer License Number \_\_\_\_\_\_\_, hereinafter called the Purchaser, WITNESSETH:

1. The Seller agrees to sell and the Purchaser agrees to buy for the total sum of \_\_\_\_\_\_\_\_dollars ($\_\_\_\_\_\_\_) under the conditions set forth in this contract all of the live standing timber marked or designated for cutting and all of the dead or down timber marked or designated upon an area of approximately \_\_\_\_\_ acres, situated in the \_\_\_\_\_\_\_\_\_ of Section \_\_\_\_\_\_\_\_, , \_\_\_\_\_\_\_\_\_\_\_\_ County, Illinois, on land owned and recorded in the name of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The Purchaser further agrees to pay to the Seller as an initial payment under this contract the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_\_\_), receipt of which is hereby acknowledged, and a final payment in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($\_\_\_\_\_\_\_), prior to any cutting or removal of timber under this contract.

2. The Seller further agrees to mark and dispose of the timber conveyed in this contract in strict accordance with the following conditions:

(a) All trees to be included in this sale will be marked with a distinctive mark on the bole and stump of each tree.

(b) No trees under \_\_\_\_\_ inches in diameter at a point 4 1/2 feet from the ground will be marked for cutting.

(c) No concurrent contract involving the area or period covered in this contract has been or will be entered into by the Seller without the written consent of the Purchaser

(d) The Purchaser and his employees shall have access to the area at all reasonable times and seasons for the purpose of carrying out the terms of this contract.

(e) Unless otherwise specified, all material contained in the marked or designated trees is included in this sale

(f)

(g)

3. The Purchaser further agrees to cut and remove all of the timber conveyed in this contract in strict accordance with the following conditions:

(a) Unless an extension of time is agreed upon in writing between the Seller and Purchaser, all timber shall be paid for, cut, and removed on or before and none after the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_, and any material not so removed shall revert to the Seller.

(b) Unmarked trees and young timber shall be protected against unnecessary injury from felling and logging operations.?If, however, unmarked trees are cut, damages shall be paid the Seller at the rate of $1 per tree per M bd. ft. for all other species, and in the event that any such trees are cut, said trees shall remain upon the premises and shall be the property of the Seller.

(c) Necessary logging roads shall be cleared by the Purchaser only after their locations have been definitely agreed upon with the Seller or his representative, and any trees to be removed in the clearing operations shall first be marked by the Seller.

(d) During the life of this contract and on the area covered, care shall be exercised by the Purchaser and his employees against the starting and spread of fire, and they shall do all in their power to prevent and control fires.

(e) Any liability for damage, destruction, or restoration of private or public improvements or personal damages occasioned by or in the exercise of this contract shall be the sole responsibility of the Purchaser, and the Purchaser shall save harmless the Seller on account of such damages.

(f) The risk if loss or damage to the trees herein purchased, from any and all causes whatever, shall be borne by purchasers from the date hereof.

(g) The Purchaser will not assign this agreement without the written consent of the Seller.

(h)

(g)

(i)

4. The Seller and Purchaser mutually agree as follows:

(a) All modifications of the contract will be reduced to writing, dated, signed, and witnessed and attached to this contract.

(b) Any need for reassignment of interest of either party may be changed within 10 days following written consent by both parties.?All terms of this contract legally bind the named representatives to excuse this document as written.

(c) The total number of trees conveyed is \_\_\_\_\_ (having a volume of approximately \_\_\_\_\_bd. ft.) composed as follows:

\_\_\_\_\_\_\_ white oak, \_\_\_\_\_\_\_ red and black oak, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(d) In case of dispute over the terms of this contract, final decision shall rest with a reputable person to be mutually agreed upon the by parties to this contract.?If the parties hereto do not agree upon a third party within 10 days following the initiation of the dispute, or in the case of further disagreement, then within 15 days from the initiation of the dispute, it shall be submitted to a Board of Arbitration of three persons, one to be selected by each party to this contract and the third to be selected by the other two.?The Board shall decide the dispute within 5 days after the matter is referred to it.

In the event that damages are awarded to the Seller by the Board of Arbitration and are not paid on the date that the award is made, then all operations of the Purchaser shall immediately cease, and if the award is not paid or satisfied within 30 days after the date of award, the Seller may take immediate possession of the premises upon which the timber is located, shall retain as liquidated damages all money paid by the Purchaser, and the title to all timber shall revert to and become the property of the seller.

In witness whereof, the parties hereto have set their hands and seals this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_???\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the Purchaser?? Purchaser

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_???\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the Seller Seller

**施工合同签订的英文范文 第二篇**

为了提高员工英文水平,北京xx公司(下称“公司”)聘请xx先生(下称“教师”)作为英文教师教授口语。经双方友好协商,达成以下聘任协议:

1、合同效力

本合同自双方签字后自动生效。

2、聘任期

六个月

3、课程安排

课程按以下计划安排

每周两次,每次90分钟。

每周课程具体时间是: 周一 \_\_\_\_:\_\_\_\_

周四 \_\_\_\_:\_\_\_\_

4、 双方责任

教师职责包括:

a) 根据参考书系统化,条理化教课。

b) 为提高英语听说能力推荐相应的磁带。

公司提供教室及第5条所规定的工资。

5、薪水

在聘任期内,公司在每月月底支付教师工资,每节课按240元人民币(税后)。

6、结束

合同到期后,无须通知任何一方,将自动终止。如其中任何一方欲延长合同,须在合同期满前2周通知对方。

invitation agreement

in order to improve the english level of the staff of \_\_\_\_\_ (hereinafter referred to as the “company\_ as one part) invite mr. xx (hereinafter referred to as the ”teacher\_ as the other party) to teach oral english courses. on the basis of friendly negotiation, both parties enter into this invitation agreement:

article 1 effectiveness of the agreement

the agreement shall come into force automatically as of the signature date of this agreement.

article 2 term of invitation

term of invitation shall be \_\_\_\_ .

article 3 schedule of courses

the courses shall be arranged with the following schedule,

2 courses per week, each course costs 90 minutes.

for each week, the courses is allocated to

monday \_\_\_: \_\_\_

thursday \_\_\_: \_\_\_

article 4 duties of the two parties

the teacher shall perform in a diligent manner, including:

a. formulate and provide a systematically teaching courses with reference books;

b. recommend tapes if they are conducive to improve listening and speaking english.

the company shall provide teaching room and pay salary to the teacher in accordance with article 5.

article 5 salary

during the term of invitation, the company shall pay the teacher an after tax salary at rmb \_\_\_\_\_ per course at the end of each teaching month (each 4 courses over).

article 6 termination

this agreement shall automatically terminate, without notice by either party to the other, when it expires. if one party wishes to extend this agreement, he shall notify the other party two weeks before the termination day of this agreement.

**施工合同签订的英文范文 第三篇**

party a：party b：

contract no

date：

signed at：

witnesses that the party a for considerations hereinafter named, contracts and agrees with the party b that party a will, within\_\_\_\_\_ days, next following the date hereof, build and finish a libarary building for party b. （ the building hereinafter is referred to as the said building.） the said building is of the following dimensions, with reinforced concrete, brick, stones and other materials, as are described in plans and specifications gereto annexed.

in consideration of the foregoing, party b shall, for itself and its legal representatives, promise to pay party a the sum of one million rmb yuan in manner as follows, to wit：

rmb\_\_\_\_\_at the beginning of the said work.

rmb\_\_\_\_\_on \_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_（ for example： 3/21/XX）

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

rmb\_\_\_\_\_ on\_\_\_\_\_/ \_\_\_\_\_/\_\_\_\_\_

and the remaining sum will be paid upon the completion of the work.

it is further agreed that in order to be entitled to the said payments （ the first one excepted, which is otherwise secured ）, party a or its legal representatives shall, according to the architect\'\'s appraisement, have expended, in labor and material, the value of the payments already received by party a, on the building, at the time of payment.

for failure to accomplish the faithful performance of the agreement aforesaid, the party so failing agrees to forfeit and pay to the other\_\_\_\_\_rmb yuan as fixed and settled damages, within one month form the time so failing.

in witness whereof we have hereunto set our hands and seals the day and year first above written.

signed, sealed and delivered

in the presence of

party a ： party b：

**施工合同签订的英文范文 第四篇**

为保护双方的商业秘密，本着公平合理、平等互利的原则，双方经友好协商达成如下保密协议：

To protect commercial secretes of Party A and Party B hereof，following the principle of fairness, equity and mutual benefit, the two parties involved hereby reach this non-disclosure agreement:

1、甲方提供给乙方的任何资料均属于甲方的商业秘密，乙方负有保密义务。乙方负有保密义务的甲方商业秘密的范围包括但不仅限于如下陈述对象：

All the information provided by Party A to Party B are in the scope of commercial secrets, and Party B has the obligation to keep them confidential. The scope of commercial secrets of Party A that Party B has the obligations to keep confidential includes but is not limited to the followings:

模具合同（包含品种，规格，数量、价格因素，交期等信息）、模具检验标准及产品检验标准；

mold contract (including variety, specification, quantity and price factor, delivery date, etc.), mold inspection standard and product inspection standard;

与产品零件有关的任何资料、参数、图纸、夹具、工装等；

All information, parameters, drawings, fixtures and tools concerning parts of the product;

涉及甲方产品的外观、功能等方面的模型、样机；

models and samples of products concerning appearance and function of Party A;

任何标明具有“OPPO”或者等效标识的产品，包括IC卡，LCD显示屏，包装材料如彩盒、说明书、手提袋、广告制品、外壳等；

Any product marked with “OPPO” or equivalent signs including IC card, LCD display, packing material such as color dispenser, product manual, handbag, advertising product and casing;

甲方提供的模具技术、模具专利、产品专利、开发的系统流程；

mold technology, mold patent, product patent and system flow of development provided by Party A;

在乙方正在生产的甲方的模具状况、生产机型、订单明细（包括颜色、数量、交期等）等细节；

Information of mold produced by Party B, product model, detailed information of purchase order (including color, quantity and date of delivery) of Party A, etc.;

甲方未上市机型的外形、造型、配色、试模样品（包括试模的素材、涂装样品）等原始技术资料、实物；

Original technical data and actual product of Party A concerning appearance, industrial design, color matching, trial product of mold (including elements of trial mold and sample of coating) of the model that have not entered market yet;

其他甲方拥有知识产权结构设计方案及带有甲方专属LOGO的资料、实物。

Other structure design schemes to which Party A owns intellectual property rights, and information and actual product with exclusive LOGO of Party A;

2、对甲方上述商业秘密，乙方承担以下保密义务：

Party B has the following obligations to keep the abovementioned commercial secretes of Party A confidential:

主动采取加密措施对上述所列及之商业秘密进行保护，防止任何第三者知悉及使用；

Take active measures to protect the abovementioned commercial secretes in case they are learnt or used by a third party;

保证接触甲方商业秘密的员工不泄露知悉的甲方商业秘密，保证非接触甲方商业秘密的员工不得刺探 或者以其他不正当手段（包括利用计算机进行检索、浏览、复制等）获取甲方的商业秘密；

Ensure that all the employees of Party B to whom disclosure of commercial secrets of Party A is to be made will not have the commercial secrets disclosed, and ensure that all the employees of Party B for whom the commercial secrets of Party A are inaccessible shall not detect or obtain in illegal method (including but not limited to searching, browsing and copying on computer);

不得向任何第三者披露甲方的商业秘密；

Do not disclose the commercial secretes of Party A to a third party;

乙方除为履行义务且经甲方事先同意外，均不得为自己或他人之利益直接或间接使用上述机密资料及 知识产权；

Unless for performing obligations specified in the agreement and with prior consent from Party A, Party B shall not directly or indirectly use the abovementioned confidential information and intellectual property rights for benefits of Party B or anyone else;

不得允许（包括出借、赠予、出租、转让等行为）或协助任何第三方使用甲方的商业秘密；

Do not permit (including lending, presenting, releasing, transferring, etc.) or assist a third party in using the commercial secrets of Party A;

乙方了解甲方设有专门的对外发言及讯息披露制度，也承诺严格遵守该发言及讯息披露制度；

Party B acknowledges that Party A has set up special system of public statement and information disclosure, and promises to strictly abide by this system;

不论因何种原因终止与甲方合作后，都不得利用甲方的商业秘密为其他与甲方有竞争关系的企业（包 括自办企业）服务；

In case of termination of cooperation with Party A due to any reason, Party B shall not use the commercial secretes of Party A to provide service to the enterprise in competition with Party A (including self-invested enterprises);

**施工合同签订的英文范文 第五篇**

供方：Supplier:

需方： Demander:

签订日期：Date of Signature:

供方向需方提供\_\_\_\_\_\_ 类产品(具体产品名称、编号、规格及单价等详见报价单)，供需双方本着平等互利、协商一致的原则，签订本合同，以资双方信守执行。

Under the principle of mutual equality and benefit, the Supplier is to provide Demander with \_\_\_\_\_\_products (refers to the price quotation sheet for the name, code, specification and price of the products). Both parties agree to enter into this contract for execution.

一、合同定义： Definitions:

1、 采购合同：是指包括本合同以及依据本合同所签订生效的相关订单、合同附件和补充规定，以及双方不时签署或确认的工程、计划、规格变更通知等在内的全部书面文件。

Procurement Contract means all written documents, including this contract and the relevant order entered into and validated under this contract, attached files and supplementary regulations to this contract, and such notices as modifications to project, schedule and specification signed and confirmed by both parties from time to time.

2、 价格：指由双方协商确定的产品价格，以双方签字生效的报价单为准。

Price means the price of the products on the price quotation sheet validated and signed by both parities.

3、 产品：指在生效采购合同、订单、报价单或双方签署的规格，质量，维修条款/协议中所列的由供方提供给需方的产品和/或服务，在本合同中，产品与服务统称为产品。

Product means any products and/or services the Supplier provide to the Demander under the effective procurement contract, order, price quotation sheet or specification, quality and maintenance terms and conditions / agreements signed by both parties, and refer to both the products and services in this contract.

4、 生效订单：指需方发给供方并经供方依照双方约定或需方要求的方式在相应时间内进行确认后的，包含产品型号、数量、价格、交货条款、支付条款等内容的正式订货通知，是授权供方按照本合同履行交货义务的文件。

Effective Order means an formal order-placing notice containing such content as model, quantity, price, delivery conditions and payment conditions of the products, delivered from the Demander to the Supplier and confirmed within the corresponding time, by the means agreed upon by both parties or the means requested by the Demander, which is a document authorizing the Supplier to exercise its responsibility to deliver the products under this contract.

5、 需方商标：指需方拥有的“TCL”、“TCL-legrand”、“LEGRAND”或以上文字或图形的任意组合以及需方目前拥有的或现在正在申请的、或将来所有的其他商标或其它标识。

Demander’s Trademark means any name or sign containing either TCL, or TCL International Electrical, or Legrand or any combination of the foregoing which is currently owned by the Demander and application is being lodged or will be lodged for trademark or logo.

6、 产品支持文件：是指任何产品说明书、图纸、电路图、用户手册、市场推广材料、合格证及其他类似的文件资料。

Product Supporting Document means instruction, drawing, circuit diagram, user’s manual, marketing materials, quality certificate and any other similar document information for any products.

二、 采购合同效力： Effect of Procurement Contract::

1、 本合同的条款和条件均适用于依据本合同所制定生效的附则、订单、报价单及补充协议、相关修订书。供方和需方将就需方依据本合同采购的不同产品的价格、技术规定、品质标准及维修服务另行签订附则，作为本合同的补充。

The terms and conditionns under this contract are applicable to supplementary articles, order, price quotation sheet and supplementary agreement and their relevant revisions entered into and validated under this contract. Supplementary articles concerning price, technical specification, quality standard and maintenance service for various products shall be entered into by the Supplier and Demander in accordance with this contract, which shall act as the supplement to this contract.

2、 本合同的签署并不表明需方有义务购买供方的产品，本合同也不限制需方向其他货源采购与供方所提供产品相同或类似的产品。需方采购供方产品的义务仅在生效订单下才对需方有法律约束力。

The signature of this contract does not imply that the Demander is liable for purchasing products from the Supplier, nor restricts the Demander to purchase the products identical or similar to the Supplier’s from sources other than the Supplier. The Demander is only legally bound upon placement of effective order for products from the Supplier.

三、价格及付款：Price and Payment:

1、 需方向供方提供产品报价单格式。供方在双方约定或需方要求的期限内，根据需方所提供的报价单格式填写相应内容并交需方确认(如无另行约定，供方应自收到需方报价单格式之日起三个工作日内将相应内容交需方进行确认)。经需方书面接受的报价单上之价格为正式生效的产品报价，双方应全面履行。经双方确认并生效的几份或数份报价单之间，以最后生效的报价单所载的内容为当前阶段(报价和期间)为生效执行的产品价格(和期间)。对于需方要求提供的成本结构清单，供方需要在报价单的同时按照需方要求格式附带提供相应文档。

The Demander shall provide a price quotation form format to the Supplier. The Supplier shall fill in the price quotation form and send it back to the Demander for confirmation within a period of time agreed upon by both parties or requested by the Demander (unless otherwise agreed upon, the Supplier shall fill in the form and send it back to the Demander with three (3) working days after receipt of the price quotation form format from the Demander). The price on the price quotation sheet accepted by the Demander in writing represents the formally validated product price and shall be complied with by both parties. The content specified in the price quotation form last validated represents the current product price and shall be executed by both parties when a number of price quotation forms have been confirmed and validated in between. The relevant document containing Cost Structure demanded by the Demander shall be provided in the form as required by the Demander.

2、 供方对需方的报价必须遵循诚信的原则，供方不得采取向研发/工程部门报以低价，而向采购部门报以高价等不诚信行为;一旦发生类似情况，需方有权终止本合同并保留向供方索赔的权利。

The Supplier shall provide the price quotation to the Demander on principle of honesty. Upon discovery of such dishonest activities as the Supplier quoting a lower price to research and development department while quoting a higher price to procurement department, the Demander reserve the right to terminate this contract and reserve all rights to claim against the Supplier.

3、 合同产品经需方检验合格入库后，电汇\_\_\_\_ 天 或 承兑\_\_\_\_ 天(如应供方要求,需方提前支付货款,则供方需承担对应期间的资金利息,双方约定计息标准为年利率6%)。

After the products specified in contract are inspected and checked in the warehouse by the Demander, Demander should execute the payment by T/T (telegraphic transfer) on \_\_\_\_ days or acceptance bill on \_\_\_\_ days (if advance payment is made by the Demander as requested by the Supplier, the interest incurred from the advance payment during the corresponding period is payable by the Supplier at the annual interest rate of 6% as agreed upon by both parties).

4、在合同有效期内，如果单价高于当时市场价的3%，需方有权在任何时间重新审核确认单价。

Demander reserves the right to review the price at any time during the contract in case find that it is above the market price by more than 3% .

四、订单：Purchase Order:

**施工合同签订的英文范文 第六篇**

Employment Contract

甲方(用人单位)：

Party A：

地址：

法定代表人：

乙方(劳动者)：

Party B:

身份证号码：

ID No：

住址：

依照《\_劳动法》有关规定，结合本公司实际，甲乙双方本着平等、自愿、协商一致的原则达成如下协议

According to the Labor Law of PRC China, Party A and Party B agree as follows:

>一、合同期限 Contract Period

本合同期\_\_\_\_\_\_年\_\_ 月 \_\_日起至\_\_\_\_\_\_年 \_\_\_月\_\_\_日或本合同约定终止条件出现时止。

This agreement is valid from (Y/M/D) until (Y/M/D) or terminated by either party

>二、工作内容和工作时间 Responsibility & working hours

1. 甲方聘请乙方担任 部门 职务,详见职务说明书。

Party B\'s Department: Party B\'s position:

Please refer to the job description for details.

2. 乙方须完成甲方安排的生产(工作)任务

Party B must accomplish his/her regular work and additional assignments on time

3. 每天工作8小时，每周工作共40小时。

There are 8 working hours a day, 40 working hours a week.

4. 甲方如因业务拓展变化需要对乙方的工作岗位及工作区域进行调整，乙方应当接受。如因甲方公司业务扩展需要或公司合并分立等变更，乙方同意按照法律规定延续此合同，并接受甲方安排，在\_\_\_\_(某地区)工作。

If Party A needed to adjust Party B’s position and working area for business development variety, Party B should accept it.

>三、工资 Salary

乙方每月的基本工资：RMB 绩效工资：RMB 综合福利金：RMB ，工资总额为RMB 元(该金额尚未扣除税金、住房费用以及社会保险中个人应缴的部份)，另甲方予以乙方工资总额7%的住房公积金(如法律规定住房公积金缴交基数有上限，则依照法规执行)。试用期满，经考核后,根据考核结果确定是否正式录用，正式录用后薪金保持不变。甲方将视公司的盈利情况和乙方的考核结果，于每年的三月份进行薪金调整。

Party B\'s monthly total revenue (before the deduction of tax, housing fund, social insurance paid by inpidual) each month would be RMB\_\_\_\_\_\_ , including base wage RMB\_\_\_\_\_\_ performance salary RMB\_\_\_\_\_\_\_and social welfare RMB\_\_\_\_\_\_, And Party A will offer Party B 7% housing fund base on the total revenue, or any upper limit set by the local authority, whichever is the lower. After probation total revenue would be unchanged. Party B\'s salary will be reviewed annually in March and adjusted in light of Party B\'s performance and prevailing conditions.

>四、工资的发放 Payment

甲方于每月\_\_\_\_\_日前通过银行转帐支付发放上月工资。

Salary will be paid to Party B\'s account by T/T before the \_\_\_\_th of the following month.

>五、超时工作 Over Time

乙方应致力于提高工作效率，按时完成生产、工作任务。如因特殊情况需要加班，可自行安排。如乙方希望通过自行安排加班取得加班费，则乙方必须在加班前四小时填写加班申请表呈总经理审批。否则，视为无效加班，详见《员工手册》。

Party B must try his best to increase the working efficiency to meet Party A\'s requirement. If there are special circumstances that Party B has to work overtime, Party B can arrange by themselves. If Party B requests OT payment, he/she must fill in the OT application form and have it approved by GM. OT Application Form without authorized signature is not valid.

>六、加班费 OT Compensation

乙方经甲方批准在工作日加班，甲方必须支付给乙方基本工资150%的报酬;休息日被安排工作而甲方又不能够给予乙方同等时间的补休，则甲方须支付给乙方基本工资200%的报酬;若在国家法定休假日被安排工作,甲方付给乙方基本工资300%的报酬。

If Party B works over time and has approved by Party A, he/she will be offered the same period of compensation leave or OT salary according to Labor Law of PRC China.

>七、假期与福利 Holiday & Benefits

1. 有薪国家法定假日 Statutory Holiday of PRC China with pay

2. 有薪婚假/产假/丧假 Leave for Marriage, Maternity and Mourning with pay.

3. 有薪年假 Annual leave with pay

4. 社会保险 Social Insurance

5. 年度奖金Annual bonus (based on the months worked with party A at the rate of one month’s wage for each full year worked. )

详情请参照《员工手册》Please refer to Party A\'s employee manual for detail info.

>八、劳动纪律 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.

>九、保密协议 Confidentiality

乙方需严格保守工作过程中接触和了解到的公司商业秘密(包括生产技巧、工艺流程、技术秘密、管理方法、产销策略、货源情报、设计图纸、成本价格和客户资料)，否则将受到行政处罚(如无条件解雇、赔偿等);触犯刑法的，甲方将有权移交司法机关处理。乙方调离甲方，应得到甲方同意，并将所有商业秘密资料移交甲方，同时承担不向外泄露的义务，并保证半年内不得利用甲方商业秘密在生产同类且与甲方有竞争关系的产品的其他企业内任职。否则，甲方有权要求乙方赔偿因此而带来的一切经济损失。

The recipient shall undertake the obligation to keep confidential, in accordance with the scope and duration agreed upon by both parties, the technical secrets contained in the technology provided by the supplier, which have not been made public.

>十、合同终止 Termination

1. 终止本合同条件 Termination conditions

A. 试用期间，双方皆可即时通知对方解除本合同;

During the probation period, either side can terminate the contract by immediate effect.

B. 试用期满后，任何一方欲解除合同，须提前三十日以书面形式通知对方。否则，违约方须向守约方支付违约金(违约金为乙方一个月的工资)，若造成守约方经济损失的，应依法承担赔偿责任。

Either side can terminate the contract by giving 30 days notice in written form after probation period.

2. 甲方在下列情况下可随时直接地通知乙方解除本合同，无须履行任何法定义务和手续，无须向乙方补偿If any case of the following circumstances, Party A has the right to inform Party B rescission of the contract：

A. 乙方在试用期间达不到甲方的要求;Party B’s performance can’t meet Party A’s requirement.

B. 乙方严重失职，给甲方利益造成重大损失的;

The other party has breached the contract, to the extent that such breach has seriously affected the economic benefits expected when concluding the contract

C. 违反甲方有关规定，应予开除的，详情请参照《员工手册》执行。The condition agreed on in the Party A\'s employee manual for rescission of the contract has arisen

3. 乙方在下列情况下终止本合同不需向甲方补偿

If any one of the following circumstances, Party B has the right of inform Party A rescission of the contract without any compensation：

A. 被非法限制人身自由的手段强迫劳动的;

Party B is forced to work by illegal means.

B. 未按本合同约定支付劳动报酬或劳动条件的;

Party B cannot get the salary or working conditions which agreed in the contract.

十一、甲、乙双方须共同遵守国家有关法规以及甲方《员工手册》的有关规定。

Both Party A and Party B shall obey the related regulation of PRC China and Party A\'s employee manual.

十二、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.

十三、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 pergence, the Chinese texts shall be regarded as authentic. Two originals, one for Party A, the other one for Party B.

甲、乙双方签署同意以上条款The above terms is agreed by:

甲方(Party A)： 签署日期(Date)：

**施工合同签订的英文范文 第七篇**

RETAINING CONTRACT

法律顾问合同

By and between

签约方

Client

当事人

And

Chongqing Guangxian Law Offices

重庆广贤律师事务所

November, 20xx二O一三年十一月

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RETAINING CONTRACT

法律顾问合同

Contract Number: 合同号

1. The Parties 缔约方 People’s Republic of China as of is entered into by and between:本服务合同（以下简称合同）于20xx年11月6日在\_重庆市由以下双方订立：

. (“Client”) 重庆当事人（以下简称当事人）

And 和

. Chongqing GuangXian Law Offices (“Guangxian”), a recorded law firm underlaws of People’s Republic of China of which address is 162 3rd Zhongshan Lu, Eich Int\'l Plaza 16/F, Yuzhong District, Chongqing, 400015, People\'s

Republic of China重庆广贤律师事务所（以下简称广贤），系根据\_法律成立的注册律师事务所，地址位于重庆市渝中区中山三路162号中安国际大厦16层，邮编：400015

. Client and Guangxian shall hereinafter be referred to inpidually as the \_Party\_and collectively as the\_Parties\_. 当事人和广贤可单独称为“一方”，合称为“双方”。

2. Backgrounds缔约基础

. In accordance with the Lawyers Act and Contract Act of the People’s Republic

of China, Client engages Guangxian as its retained Attorneys to deal with legal affairs in its business operation.根据《\_律师法》和《\_合同法》，当事人聘请广贤处理法律事项。

. Guangxian agrees to accept such engagement as stipulated in the last paragraph.

广贤同意接受前述聘请。

INWITNESS THEREFORE, The Parties hereby agree as follows: 为此，双方特此订立如下条款：

3. Services Rendered by Guangxian to Client 广贤的服务内容与责任

. Important Contract Review or Draft重大合同审查或起草

According to Client’s request Guangxian shall legally review or draft contract

documents for any kind of routine business including but not limited to the guarantee contract, loan contract, construction contract, technology contract, intellectual

property transfer or license contract, materials procurement contract, product sales agreement, service contract, labor contract etc. for Client without specialized project contract;应当事人要求，对当事人拟签订各类重要合同，包括但不限于担保合同、贷款合同、建设工程合同、技术合同、知识产权转让、许可使用合同、物资的采购协议、产品经销协议、产品服务协议、劳动合同、劳务合同，进行法律审查或起草合同文本，但属于专项法律服务内容的除外；

. Internal Rules and Regulations Review 制度审查

According to Client’s request Guangxian shall review any important internal rules and regulations relevant to its employees, sales contributor, supplier or based on any legal or regulatory rules including environmental protection, fire fighting, accounting or financial issues;应当事人要求，就当事人内容涉及当事人与其员工、经销商、供应商或根据法律法规或监管规则（例如：环境法规、消防法规、会计法或会计规则、财政税法等）要求建立的，重要规章制度进行法律审查。

. Attorney’s Opinions 法律意见

According to Client’s request, Guangxian shall submit opinions for any issue revolved in Client’s business and internal management. 应当事人要求，就当事人业务活动和内部经营管理中涉及的法律问题提供法律意见。

. Attorney’s Letter发出律师函

According to Client’s request, to resolve all relevant disputes of both internal and outside business with Attorney’s Letter to Client’s debtor or relevant party.

应当事人要求，就当事人在业务活动及内部经营管理活动中出现的各类纠纷提供咨询意见或建议，发出律师函。

. Legal Training法律知识培训

In accordance with Client’s request, Guangxian shall provide legal training for

Client’s relevant employees.应当事人要求，对当事人的相关人员进行法律知识和运用技巧的培训或举办法律讲座。

. Documents Legal Review文件的法律审查

In accordance with Client’s request, review or draft any documents with legal binding force or take any obligation, including but not limit to post, publicity, representation, advertisement words, external promise or bids;

应当事人要求，就当事人对外发布的具有法律约束力或以承担一定义务为内容的文件，包括但不限于公告、公示、声明、广告语、对外承诺、招标文件等，进行法律审查或拟定相关文本。

. Deals Introduction

In accordance with the request of Client, recruit and introduce any partner or investment for Client, supply any operational project or relevant information;

根据当事人的要求，招募并引荐合营或合作伙伴或投资者(以下简称引荐客户)，招募并引荐经营项目或提供相关信息；

. Monthly Report

Provide legal information pertained to the business of Client. Such kind of report shall be delivered monthly.

为当事人经营活动按月提供法律信息。此类报告应当按月提供。

4. Litigation or Arbitration Service诉讼和仲裁服务

. Guangxian’s service shall exclude litigation or arbitration. Client may consult

Guangxian for general analysis of any litigation before brings lawsuit or within three days after receiving a court summons. Guangxian shall supply legal

consulting service based hereunder.

广贤律师提供的其它法律事务服务不包括诉讼仲裁业务，当事人诉讼业务

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