

# Training Service Term Agreement

Attachment 1

## 培训暨服务期协议书

附件 1

Party A (Employer)  
甲方: (用人单位):  
Address  
地址:

Party B (Employee)  
乙方 (员工):  
Position  
职称

Staff No.  
员工工号:

Party A agreed to funding for Party B whom also agreed to accept the training course named \_\_\_\_\_ at \_\_\_\_\_ city, both Parties promise and signing to execute this Training Service Term Agreement according to the national and local laws and regulations.

甲方出资派遣乙方到\_\_\_\_\_ (地区) 接受\_\_\_\_\_ (培训课程名称) 培训, 乙方接受甲方提供的出资培训, 根据国家和本市相关法律、法规和行政规章之规定, 甲、乙双方经协商一致, 签订本《培训暨服务期协议书》(以下简称本协议), 双方并承诺共同遵守。

### 1. Training Location and Service Term 乙方的培训地点与期限

Training Located at \_\_\_\_\_ city. 培训地点: \_\_\_\_\_ 市 (以下简称“培训地”)。

### 2. Training Content 培训内容

Training Term: Expected as \_\_\_\_\_ days. The term is from departure date to the arrival date which completed the training assignment. The training term should be prolonged or shortened by Party A according to the management discretion.

培训期限: 预计为\_\_\_\_\_天。具体以乙方启程去培训地之日起至完成培训任务达到海拉尔甲地日止。甲方管理方可以根据需要而决定延长或缩短培训期限, 但应当及早告知乙方, 乙方应服从甲方的调整安排。

### 3. Rights and Obligations Of Both Parties 双方的权利和义务

#### 3.1 Rights and Obligations Of Party A 甲方的权利和义务

- Party A according to their Training Plan is responsible to complete the training registration for party B.  
甲方按照培训计划为乙方办理培训的相关手续。
- Party A will be responsible for Party B training fee which is budgeted to RMB\_\_\_\_\_.  
甲方承担乙方的培训费用, 预计总费用折合为人民币 \_\_\_\_\_元。
- As agreed by both parties: The actual training cost shall be reconfirmed by filling in <External Training Application > according to the actual expenditure, if it is more than the budget, the <External Training Application>(attachment 2) which will be reconfirmed is taken as the invisible part of this agreement  
双方同意: 若甲方实际出资的培训费用多于本协议预计的费用时, 依据实际发生费用与培训的相关性原则予以重新填报确认。确认后的“外出培训申请表”(附件二)作为本协议不可分割的一部分。
- The Accident Insurance shall be provided for Party B only during the training period.  
甲方提供乙方只在培训期间必要的人身意外保险。
- Party A has the right to request Party B to abide by the training location's law, regulations and the regulatory framework, and commit the service term of this agreement after Party B finishing the training and reporting duty.  
甲方有权要求乙方遵守培训地的法律、法规和培训机构的规章制度, 以及培训结束回来后履行本协议约定的服务期限。
- Party A has the right to claim compensation from Party B if the training shall not be carried out by Party B due to Party B's default behavior.  
甲方有权按本协议书的有关规定对乙方的违约行为或因乙方的过失过错行为导致培训无法进行的后果, 追索乙方的经济赔偿责任。

#### 3.2 Rights and Obligations Of Party B 乙方的权利和义务

- Party B shall assist to complete the training registration procedures, and provide all the legal, valid documents for the

training application.

乙方应积极配合甲方办理培训相关手续，及时提供办理本人出行相关手续所需的各项真实、合法、有效的文件、资料。

- During the training period, Party B shall abide the local laws ,regulations and the regulatory framework of the training institution. Party B shall enjoy the public holidays during the training time.  
乙方在培训期间应遵守培训地的法律、法规及培训机构的规章制度。在培训期间享受培训地法定公众假日。
- Party B promises: Party B shall make a honest disclosure of the legal proceedings caused by default behavior the government investigation to Party A in time. Party B shall compensate Party A for all the losses. If Party B break the local law and regulations, there will be consequences.  
乙方承诺：其在外培训期间如有故意不当行为或重大过失行为而发生法律诉讼、当地政府参与调查等情形时，乙方应及时且如实告知甲方。如给甲方造成损失的，乙方应承担经济赔偿责任；乙方触犯培训地法律、法规的，后果自负。
- Party B has the right to know all the training plan and shall perform the training schedule (include the adjusted training schedule) assigned by Party A, and complete the assignment properly .  
乙方有权了解全部培训计划，同时应严格执行甲方制定的培训计划安排（包括调整后的计划安排），认真接受培训，完成规定的培训任务。
- Party B shall return to Hailar and work for Party A after the completion of the training.  
乙方在完成甲方规定的培训任务后，应按甲方的时间要求及时返回海拉尔，并于回到海拉尔后的第一个工作日即向甲方报到。
- Party B shall perform the agreed service term and shall take responsibility and indemnity for damages.  
乙方应严格履行本协议约定的服务期限，如有违反按本协议书中有关约定赔偿。
- Party B shall perform the Secrecy Agreement during the outside training and working time when come back.  
乙方在外期间和返回后工作期间均应严格履行与甲方签订的《保密协议书》。

#### 4. Service Term 必须服务期限

The Service Term is provided by Party A to Party B whom have completed the training.

本条规定的必须服务期限是指乙方在完成甲方规定的培训任务后在甲方提供服务的必须期限。

The Service Term is \_\_\_\_\_ year (s) . From(Date/Month/Year) \_\_\_\_\_ to (Date/Month/Year)\_\_\_\_\_.

本条规定的乙方必须服务期限为\_\_\_\_\_年。即：自至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日止。

- A new Training Agreement funded by Party A shall be signed with Party B during the agreed training term. The relationship between the new and the agreed service term shall be confirmed  
乙方在履行本协议约定的服务期内，若又接受甲方再出资提供的新的培训，甲方可与乙方签订新的《培训协议书》，并明确新的服务期限与本协议书约定的服务期限的关系，乙方应予遵守。
- If the service agreement is longer than the employment contract term, after the expiry ,a new contract shall be signed by both parties. Refused to sign shall be deemed to be a breach of this agreement. Party B shall offer the compensation according to related regulations. The termination of the contract shall be deemed to give up the rights for the rest of the service term and shall not ask for compensation from Party B.  
如，本协议书约定的服务期限长于员工与甲方劳动合同期限时，甲方可在本期劳动合同期满时，要求乙方续签新的劳动合同，乙方应该续签。如乙方拒签，视为乙方违约，乙方应按本协议书相关规定支付赔偿金；如甲方提出终止劳动合同关系，视为甲方放弃对剩余服务期的权利，并不得再追索乙方的赔偿责任。

#### 5. Compensation Responsibility 赔偿责任

##### 5.1 If one of the following mis-behaviors happened during the external training or resuming hotel duty, Party B shall undertake the responsibility for the losses incurred by party A.

乙方在外接受培训期间或者返回提供服务期间有触犯下列行为之一的，特被视为违约并承担相应赔偿责任给予甲方：

- Party B without proper reason takes the liberty of stop going through the procedures or because of Party B mistake enforcing Party A stopping Party B's to complete the further training registration.

- 本协议书生效后，乙方无故擅自中止办理外出培训手续或因乙方过错过失导致甲方必须停止为乙方办理外出培训手续的。
- The training assignment have not been completed by Party B' because of Party B malfunction.
- 因乙方不配合的原因没有完成规定的培训任务的。
- During the external training, Party B has quitted the Training Institution without the written agreement of Party A.  
乙方在外培训期间，未经甲方书面同意，擅自离开培训机构或出走的。
- The reason of the termination is the fault behavior of Party B inducing Party A has to stop the Party B's external training or to terminate the employment contract with the Party B.  
乙方在外培训期间提出辞职或因乙方的过错行为导致被甲方取消培训及解除乙方劳动合同的。
- After the external training, Party B has not come back to Hailar or resume duty within the stipulated time.  
乙方培训结束后不按甲方规定时间返回海拉尔或返回后未按甲方规定时间向甲方报到上班的。
- Party B resigned during the training service term or be laid off of serious mistake by Party A after resuming duty .  
乙方返回后在培训服务期内辞职或因乙方的严重过失过错行为被甲方辞退的。
- Party B shall not complete the work assignment during the training service term, Party B refuse to be transferred according to this agreement.  
乙方在培训服务期内没有及不完成规定的工作任务或不服从甲方按本协议书约定做出的合理工作调动的。
- During the training service term ,when Party B violates the laws and is subject to criminal or prosecution.  
在本协议服务期间内，乙方触犯法律、法规规定被追究刑事责任或被判处劳动教养的。

## 5.2 Training Cost and Compensation 培训费和赔偿金的计算:

- The training cost include the commission for the training fee, transportation , accommodation meals and other related expenses, all adding up together and named as the total training cost .  
培训费包括甲方为乙方办理外出培训过程中的各种费用，以及乙方往返培训地的交通费、住宿费、在外生活津贴费、在外学习费用和与完成培训计划所需的其它合理且必须的费用，以下称“培训总费用”。
- The maximum of the compensation is the total training cost.  
“培训总费用”为计算赔偿金的基数。
- The compensation shall be calculated by the following expressions when the eight terms above happened.  
乙方有本条第（一）款规定的 8 种行为之一时，按以下公式计算赔偿金支付额:
- The compensation cost which paid by Party B = The total training cost paid by Party A - (Total cost/service term \* the service term which shall be performed \* Service term which is already performed)  
乙方应支付的赔偿费用 = 甲方已支付的培训总费用 - (培训总费用÷乙方应该履行的服务期×乙方已实际履行的服务期)
- The actual service term by Party B should be calculated from the duty reporting day.  
前所称“乙方实际服务期”按乙方自返回后为甲方服务之日起计算。
- The compensation is a one-time full payment. The installment should be agreed by Party A according to another written agreement.  
乙方应一次性用现金（人民币）支付赔偿金。如甲方同意分期赔偿的，按双方书面约定。

## 6. Supplementary Provisions 附则

- Party B has fully read this agreement and completely abided by Party B.  
乙方已认真阅读本协议书并认可本协议书的各项约定。
- Acceptable terms by both Parties: This agreement is the integral part of the labor agreement and signed by both Parties. If the term in the labor contract about the training and service term is different from this Training Service Term Agreement which is taken as the final version.

甲、乙方共同认可：本协议书是甲、乙双方签订的劳动合同的有效附件，与劳动合同具有同等效力；如劳动合同中关于培训、服务期的规定与本协议书不一致时，以本协议书的约定为准。

- For those issues being missed, Party A can follow the related hotel policy and procedure to handle.  
本协议书未尽事宜，按甲方相关规章制度执行和处理。
- The original agreement is in duplicate, both party hold each copy. The agreement shall become effective as soon as it is signed by both parties.  
本协议书一式二份，甲、乙方各执一份，二份具有同等效力。本协议书经甲、乙方签字和甲方发生培训费用后即生效。
- Party B has confirmed to sign this agreement.  
乙方确认其已收到本协议书。

**Party A:**  
甲方：

**Party B Name**  
乙方姓名：

**Address**  
地址：

**ID Number**  
身份证号码：

**Authorised Signature**  
授权签署：

**Address**  
地址：

**Date**  
签订日期：

**Signature**  
签署：

**Date**  
签订日期：