

服务外包合同

Service Outsourcing Contract

甲方: CZECH TRADE PROMOTION AGENCY

Party A: CZECH TRADE PROMOTION AGENCY

联系地址: Štěpánská 567/15 Praha 2 Czech Republic

Address: Štěpánská 567/15 Praha 2 Czech Republic

邮政编码: 12000

ZIP Code: 12000

联系电话: /

Tel.: /

传 真: /

FAX: /

联 系 人: [REDACTED]

Contact Person: [REDACTED]

电子邮件地址: [REDACTED]

Email: [REDACTED]

乙方: 北京外企人力资源服务宁波有限公司

Party B: **Beijing Foreign Enterprise Human Resources Service Ningbo Co., Ltd**

联系地址: 浙江省宁波市北仑区梅山七星路 88 号 3 幢 D301 室-2

Address : Room D301-2, building 3, 88 Qixing road, Meishan, Beilun District, Zhejiang Province

邮政编码: 315800

ZIP Code: 315800

联系电话: [REDACTED]

Tel.: [REDACTED]

传 真: /

FAX: /

联 系 人: 周露

Contact Person: [REDACTED]

电子邮件地址: [REDACTED]

Email: [REDACTED]

鉴于:

1) 乙方是一家服务提供商, 其在岗位外包方面具有丰富的专业知识和管理经验, 以为客户节省成本, 提高管理质量之目的提供本协议约定的服务;

2) 甲方希望委托乙方提供相关服务, 并支付服务费;

依据《中华人民共和国合同法》之规定, 甲、乙双方达成如下协议:

WHEREAS:

1) Party B, as a service provider **possessing abundant expertise** and management experience in terms of job outsourcing, intends to provide services agreed herein for **purpose** of saving costs and improving management **quality** for the customer;

2) Party A hopes to entrust Party B with the provision of **relevant** services premised on Party A's **payment** of **corresponding** service fees;

According to the provisions of the *Contract Law of the People's Republic of China*, Party A and Party B (**hereinafter referred to as "both parties"**) hereby agree as follows:

一、服务事项

乙方接受甲方委托提供岗位外包服务。服务事项具体内容见《服务项目确认书》(附件二)。甲方每要求乙方提供一项服务应当向乙方发出经甲方盖章确认的《服务项目确认书》(附件二)。

I. Service Matter

Party B agrees to be **entrusted** by Party A with the provision of job **outsourcing service**. See the *Letter of Confirmation of Service Items (Annex II)* for more service details. Party A shall issue a *Letter of Confirmation of Service Items (Annex II)* to Party B every time when it **requests** Party B to **provide** a certain service.

二、甲方权利及义务

1、甲方有权对乙方的服务事项做出明确、清晰、合理的要求。

2、甲方有权对乙方工作人员完成服务事项的情况进行考察, 并给予乙方相应反馈。

3、如乙方工作人员提供的服务无法达到标准, 经双方评估确认后, 甲方有权要求乙方更换工作人员。

4、甲方有权监督、指导服务事项进展, 并提出改进意见。

5、乙方向甲方提供服务的员工是乙方认真选聘的合法雇员, 甲方不得未经乙方同意擅自录用乙方员工为甲方的雇员。若确因甲方业务需要, 经甲方书面向乙方申请, 并得到乙方同意后, 该员工可以在符合法律规定的条件下向乙方辞职并成为甲方正式雇员。此外, 甲方同意向乙方支付一定金额的附加服务

费用：此附加服务费用=附加服务费率×员工成本。员工成本为该员工在乙方的月税前工资。附加服务费率见下表：

项目服务期 (日历天)	45 天以下	45 至 90 天	91 至 120 天	121 至 180 天	181 天 以上
附加服务费率	200%	150%	100%	50%	0%

因甲方招用乙方工作人员而导致乙方无法或延迟完成本合同项下的服务的，乙方不承担任何责任。

6、甲方应当按时足额向乙方支付服务费及双方约定的其他费用。

7、甲方应配合乙方加强对乙方上门服务工作人员的日常管理。

8、甲方应当指定相关负责人按照甲乙双方的约定对乙方及乙方工作人员完成工作任务情况进行审核和确认。

9、未经乙方书面同意，甲方不得安排乙方员工从事服务事项以外的工作。否则，由此产生的乙方员工的意外伤害事件或给任何第三方造成损害的，应由甲方承担相关的赔偿责任。

10、甲方应为乙方工作人员提供安全、符合国家劳动保护相关法律法规规定的办公场所和完成工作任务必须的办公设备等工作条件。

II. Rights and Obligations of Party A

1. Party A shall have the right to make specific, clear and **reasonable** requirements for service provision by Party B.

2. Party A shall have the right to inspect the status of **service** completion by Party B's **employees**, and give **corresponding feedbacks** to Party B.

3. Should any employee of Party B fails to provide **qualified** service, Party A shall, upon evaluation and **confirmation thereof** by both **parties**, have the right to **request** Party B to **replace** the employee.

4. Party A shall have the **right** to **supervise** and **instruct** the **progress** of **service** provision and **propose relevant improvement** opinions.

5. **As** all the **employees** of Party B that provide **services** for Party A are legal **employees** carefully selected and **employed** by Party B, Party A shall not, **without** the **consent** of Party B, **employ** any of them as its own employee. **However**, any of the **aforesaid** employees may, after Party B receives and **consents** to Party A's **written application**, legally resign from Party B and **become** Party A's **employee**. **In addition**, Party A agrees to pay Party B a **certain amount** of additional service fees: such additional **service fees** = additional service rate × employee cost. **Employee** cost refers to the **monthly salary** before tax of the **employee** concerned. See the **following table** for additional **service** rates:

Project service period (calendar days)	Below 45 days	45 - 90 days	91 - 120 days	121 - 180 days	181 days or above
Additional service rates	200%	150%	100%	50%	0%

Should Party B fail to complete or timely complete the services hereunder for Party A's employment of any of its service provision employees, Party B shall not assume any liability therefrom.

6. Party A shall pay Party B service fees and other fees agreed by both parties in full amount on schedule.

7. Party A shall assist Party B in **strengthening** the daily **management** of Party B's **door-to-door** service provision employees.

8. Party A shall designate relevant **persons** in charge to, as agreed by both **parties**, review and confirm the status of service completion by Party B and its **employees**.

9. Without the written **consent** of Party B, Party A shall not **arrange** Party B's employees to **conduct** any work other than service provision **hereunder**. **Otherwise**, any accidental injury to Party B's employees or any damage to any third party caused **thereby** shall be **indemnified** by Party A.

10. Party A shall **provide** Party B's **employees** with office space that is safe and in compliance with the provisions of **national** labor **protection** laws and **regulations**, office equipment **necessary** for the **completion** of work tasks, and other work conditions.

三、乙方权利及义务

1、乙方应当根据甲乙双方的约定在服务项目开始前选聘适当的工作人员承担服务工作，并保证服务事项如期开展。

2、乙方应当按照甲方要求提供服务，并按照双方约定的时间周期定期向甲方汇报服务工作情况。

3、乙方应当按照甲方对乙方工作人员完成服务事项的考察情况及意见，及时做出工作调整，以保证服务事项的执行不受影响。

4、乙方应教育乙方工作人员遵守甲方的业务流程、操作规范、监督机制和风险控制机制。

5、乙方对所提供的服务事项行使必要的管理权，但该管理权的行使不得违背甲方商业利益，且不得违反甲方对完成本合同服务事务的要求。

管理权限包括但不限于：人员选定、分工安排及考核；服务事项评估及验收。

根据甲乙双方约定，乙方可以将上述管理权限部分委托给甲方行使。

6、乙方工作人员与乙方之间为劳动关系。乙方向甲方提供服务。乙方工

作人员与甲方不具有任何劳动法律关系。

7、乙方有权要求乙方工作人员到甲方提供上门服务时佩戴乙方的标识。

8、乙方可依据法律法规及本合同的约定，对甲方损害乙方工作人员人身、财产利益等行为提出意见和整改要求。

III. Rights and Obligations of Party B

1. Party B shall, as **agreed** by both **parties**, select and employ proper employees to **undertake** the task of service provision prior to the commencement of the service project, and **ensure** that services are provided on schedule.

2. Party B shall provide services as required by Party A, and shall regularly report the status of **service** provision to Party A within the time period agreed by both parties.

3. Party B shall make timely **adjustment** in **response** to the inspection opinions of Party A on the status of service completion by Party B's **employees**, so as not to make **service** provision **effected**.

4. Party B shall ensure the compliance of its **service** provision **employees** with Party A's business **procedure**, operation specification, supervision **mechanism** and risk **control mechanism**.

5. Party B may exercise **necessary management authorities** in **respect** of its service provision, provided that such exercising shall not violate Party A's **commercial interests** or its requirements for **completing services hereunder**.

The **aforesaid management authorities** include but are not limited to: **personnel selection**, labor division **arrangement** and **assessment**; **evaluation and acceptance** of service provision.

As agreed by both **parties**, Party B may delegate part of the **management authorities** to Party A.

6. The **relationship between** Party B and its employees shall be labor **relationship**. Party B provides services for Party A. Party B's **employees** shall have no legal labor **relationship** with Party A.

7. **Party B** shall have the right to **request** its employees to wear its logo when providing **door-to-door** services for Party A.

8. Party B **may**, in **accordance** with laws and regulations and the **provisions** herein, **propose opinions** and **remediation requirements** regarding Party A's behaviors **damaging the personal or property interests** of Party B's **employees**.

四、服务方式

乙方提供人员上门服务。乙方上门服务人员的工作时间等见《服务项目确认书》(附件二)。

IV. Service Mode

Party B provides **door-to-door** services. See the *Letter of Confirmation of Service*

Items (Annex II) for work time and other details about Party B's employees providing door-to-door services.

五、服务费用

甲乙双方根据所提供服务的工作量确定服务人数及服务费用标准。

甲方以公历月为周期向乙方支付服务费。每月 20 日前，乙方以收费通知单的形式向甲方发送收费清单，具体方式包括电子邮件、传真或信函。经甲方确认无误后于当月 26 日前安排付款，并确保当月月底前服务费准时到达乙方账户。

经双方确认的乙方工作人员超过正常工作时间产生的超时服务费用以及乙方工作人员在约定服务地点以外工作产生的差旅补贴费用，甲方应当按照国家法规所列的标准向乙方支付。

如果双方履行本合同期间，乙方服务成本发生变化，包括但不限于人工成本增高、政策法规变化导致的其它成本增高等，双方将就该变化进行确认，并按照双方确认的标准调整服务费用。

V. Service Fees

Both parties shall, according to the workload for service provision, determine the number of service provision employees and the criteria for service fees.

Party A shall pay service fees to Party B once every calendar month. Party B shall, prior to the 20th day of each month, send the list of fees to Party A in the form of fee notice via e-mail, fax or letter. Party B shall, upon Party A's confirmation of the aforesaid list of fees, arrange payment on the 26th day of the current month, and shall ensure timely entry of service fees into Party B's account before the end the current month.

Overtime service fees incurred by the working of Party B's employees beyond the normal working hours or travel allowances incurred by the working of Party B's employees beyond the agreed place of service shall, upon confirmation by both parties, be paid by Party A to Party B according to the criteria specified by national regulations.

During the performance hereof, should there be any changes to Party B's service cost, including but not limited to the increase of labor cost, or the increase of any other costs due to policy or regulation changes, both parties shall confirm such changes and adjust service fees according to the criteria confirmed by them.

六、法律责任

1、甲乙双方对本合同的内容，以及在本合同履行过程中获得的对方的信息，均负有保密义务。除甲乙双方另有约定外，保密信息包括但不限于本合同报价、合同文本、以及双方标有保密字样的往来文件。除甲乙双方另有约定外，保密义务是指在未经对方书面同意前，一方不得将保密信息用于任何与履行本

合同无关的情况；或以任何形式向任何第三方泄漏。双方均有义务尽其一切努力防止任何第三方窃取秘密信息。由于任何一方违反以上保密义务给对方造成损失，违约方对受损失方负有停止侵害、消除影响、赔偿损失的责任。

2、如果任何一方在本合同期内提出提前终止某岗位服务的，应当提前三十五（35）日书面通知对方并向对方支付该岗位二个月的全额服务费用（按附件确定的各项费用合计金额），作为违约金。

3、甲方无正当理由延迟向乙方支付服务费时，每延迟一日按全部服务费金额的 3%向乙方支付违约金。甲方不履行本合同义务，且在乙方书面通知后 10 日内仍不履行的，乙方有权立即解除本合同。合同解除后，甲方应向乙方支付本合同未履行部分的全部服务费

VI. Legal Liability

1. Both parties shall be liable to keep confidential the **contents** herein and the information about the other party obtained by each of them during the **performance** hereof. Unless **otherwise** agreed by both parties, the **confidential** information shall include but be not limited to the quotation and text of this **Contract** and the **documents communicated between** both parties **marked** with "confidential". Unless **otherwise** agreed by both parties, the confidentiality obligation shall be **described** as follows: **without the written consent** of the other party, neither party shall use the confidential information for purposes other than the **performance hereof**, or disclose the confidential information in any way to any third party. Both parties shall be obligated to do their **utmost** to prevent any third party from **stealing** the confidential information. In case either party **breaches** the said confidentiality obligation, causing losses to the other party, the default party shall be **responsible** for **preventing** further losses, eliminating the **consequences** and **indemnifying** the **damaged** party for losses.

2. Should either party **propose** to terminate the service **regarding a certain post** in **advance** within the term **hereof**, it shall notify the other party in **writing** thirty-five (35) days in advance, and shall pay in full the other party two-month **service fees regarding** the post **concerned** (equal to the total **amount** of all the fees items **determined** in the **annex**) as liquidated damages.

3. Should Party A delay its **payment** of service fees to Party B **without any justifiable reason**, it shall pay liquidated **damages** equal to 3% of the total **amount** of service fees for each day delayed. Should Party A fail to **perform its obligations hereunder** and fail to make **remediation** within ten (10) days upon **receipt of Party B's written notice**, **Party B may terminate this Contract immediately**. Upon **termination of this Contract**, Party A shall pay Party B all service fees **regarding the unperformed part hereof**.

七、通知与送达

1、双方之间的任何通知及通讯应以书面形式，以中文的形式通过传真、电子邮件、专人派送（包括快递）或挂号邮件方式送达至甲方及乙方的地址及

联系人（具体见本合同首部）。

2、如遇双方或一方联系人不能履行本合同的义务，双方或对方应及时沟通和更换联系人。

3、通知或通讯被认定的送达时间应按如下规定：

1) 如为传真或电子邮件，则应以传送记录或电脑所显示的进入时间为准。若传送时间为该日下午五时之后，则送达日期应认定为在接收地的下一个工作日；

2) 若为专人派送（包括特快专递方式派送），以收件之日期为准；

3) 以挂号邮件递送时，按邮局出具收据之日起七日为准。

VII. Notice and Delivery

1. Any notice or communication **between** both parties shall be made in **writing** and **delivered** to the **addresses** and contact persons of both parties (see the beginning of this Contract for details) in Chinese via fax, e-mail, **personal delivery (including express delivery)** or **registered mail**.

2. Should the contact person of either party or the contact persons of both parties fail to perform the obligations **hereunder**, the other **party** or both parties shall replace the contact person through timely negotiation.

3. The delivery time for **notices** or **communications** shall be specified as follows:

1) Should fax or **e-mail** be adopted, the delivery time shall be the entry time shown in **transmission records** or on **computer**. Should the transmission time be later than 5 p.m. of the current day, the delivery date shall be **deemed** to be the next **working day** at the place of receipt.

2) Should **personal delivery (including express delivery)** be **adopted**, the delivery date shall be the date of **receipt**.

3) Should **registered mail** be **adopted**, the delivery date shall be the **seventh day** from the date of receipt issued by the post office **concerned**.

八、合同期限

本合同期限为 2 年（月），自 2022 年 09 月 01 日至 2024 年 08 月 31 日。

本合同到期时，如果甲方仍然有需要乙方提供服务的项目时，本合同自动延续到乙方所提供服务的项目结束时终止。

VIII. Contract Term

The term of this Contract shall be 2 years (months), from 09/01/2022 (date) to 08/31/2024 (date).

Should Party A still have any project requiring Party B's provision of services upon the **expiration** hereof, this Contract shall be **automatically extended** to the **end** of the project concerned.

九、争议解决

基于本合同的任何争议发生，甲乙双方应协商解决。经协商不能解决的，甲乙双方均有权诉请本合同签订地北京市朝阳区人民法院裁决。

IX. Dispute Resolution

Any disputes arising out of this Contract shall be resolved by both parties through negotiation. Should both parties fail to reach consensus through negotiation, they shall both have the right to appeal to Chaoyang District People's Court in Beijing (signing place for this Contract) for judgment.

十、其他

1、本合同在履行中，如中国政府新颁布的有关法律、法规和提供服务的地区的规定与本合同条款发生矛盾时，甲乙双方应当协商变更相应条款，以达符合相关规范要求之目的。

2、本合同的附件及双方认同的操作流程和规范均为本合同的补充，是本合同不可分割的部分与本合同具有同等法律效力。

3、本合同执行过程中双方均应认真遵守执行，不得擅自变更、修改。如双方同意对本合同进行修改应以协议的形式作为本合同附件。

4、本合同一式两份，甲、乙双方各执一份。

X. Miscellaneous

1. During the performance hereof, should there be any conflict between the terms hereof and laws and regulations newly promulgated by the Chinese government or provisions of the area where the services are provided, both parties shall modify corresponding terms based on negotiation to meet the requirements of relevant specifications.

2. The annexes hereto and operation procedures and specifications agreed by both parties shall be integral parts of and have the same legal effect as this Contract.

3. During the execution of this Contract, both parties shall seriously abide by this Contract without any unauthorized alteration or modification. Should both parties agree to modify this Contract, they shall make such modifications in the form of agreement as an annex hereto.

4. This Contract is made out in duplicate, with Party A and Party B each holding one counterpart.

甲方: CZECH TRADE PROMOTION AGENCY 乙方: 北京外企人力资源服务宁波有限公司

Party A: CZECH TRADE PROMOTION AGENCY Party B: Beijing Foreign Enterprise
Human Resources Service Ningbo
Co., Ltd

(盖章)

(Seal)

授权代表签字: _____

Signature of Authorized

Representative: _____

姓名: _____

Name: _____

签署日期: _____

Date of Execution: 30. 8. 2022

(盖章)

(Seal)

授权代表签字: _____

Signature of

Representative: _____

姓名: _____

Name: _____

签署日期: _____

Date of Execution: 2022.8.30



汇款协议

甲方: CZECH TRADE PROMOTION AGENCY

乙方: 北京外企人力资源服务宁波有限公司

为了确保甲、乙双方利益,以便更好地为甲方提供高质量服务,甲乙双方本着精诚合作、友好协商的原则,就甲方向乙方账户汇款事宜,特签订以下协议:

一、汇款协议适用范围:根据双方签订的有关合同,甲方在履行交费义务时,若采取向乙方账户汇款形式,应签订本协议。

二、甲方须填写乙方提供的汇款登记表(详见附件)。

三、乙方针对每一位客户每一收费期的每一笔收费编制了唯一的通知单号。甲方在汇款时,应在用途栏里分别注明对应通知单号及各自金额,以界定不同客户不同期间的不同交费内容及具体金额。

四、甲方在办理汇款时,应完整、准确填写汇款凭证要素,仔细核对无误,以保证款项及时到账。

五、甲方应在每月最后一个工作日之前将款汇到乙方账户(以款到账日期为准),以便乙方能按时提供服务。

六、乙方仅以账户实际入账人民币金额判断是否满足结算条件。若实际入账金额小于应收额时,乙方将不做结算处理。为此,乙方声明并得到甲方认可:甲方汇款过程中发生的银行费用应由甲方在付给乙方费用之外承担。

七、收到汇款,经核对满足结算条件后,乙方开据发票。发票原则上留存在乙方备取。如需邮寄发票,应填写附件中相关部分内容。乙方根据附件信息保证用顺丰邮寄发票。如发票在邮寄过程中遗失,根据税务部门有关发票管理规定不能补开,仅以另开收款证明为限。

八、协议双方汇款信息(开户名称、开户行、账号等)若有变化,应及时通知对方,以避免可能发生的不利因素。

甲方: CZECH TRADE PROMOTION AGENCY

北京外企人力资源服务宁波有限公司

签章:

日期: 2022.8.30

日期: 2022.8.30

附件:

汇款初始登记

一、甲方名称: CZECH TRADE PROMOTION AGENCY

注: 甲方名称请填写乙方出具发票的抬头名称。

二、汇款方名称: CZECH TRADE PROMOTION AGENCY

注: 汇款方非甲方时填写。

三、汇款联系人: 白子捷 电话: [REDACTED]

E-mail: [REDACTED]

以下须邮寄发票者填写:

发票邮寄地址: _____

收件人: _____ 联系电话: _____

邮政编码: _____

乙方有关信息

开户名称: 北京外企人力资源服务宁波有限公司

账 号: [REDACTED]

开户行: 中信银行北京广渠路支行

CNAPS: [REDACTED]

汇款业务乙方联系人: 周露

Tel: [REDACTED]

Fax: /

E-mail: [REDACTED]

Remittance Agreement

Party A: CZECH TRADE PROMOTION AGENCY

Party B: Beijing Foreign Enterprise Human Resources Service Ningbo Co., Ltd

In order to ensure the interests of Party A and Party B so as to better provide high-quality services to Party A, Party A and Party B, based on the principles of sincere cooperation and friendly negotiation, have signed the following agreement regarding remittance to Party B's account:

1. Scope of application of the remittance agreement: According to the relevant contract signed by both parties, if Party A adopts the form of remittance to Party B's account when fulfilling its payment obligations, this agreement shall be signed.
2. Party A must fill in the remittance registration form provided by Party B (see attachment for details).
3. Party B has compiled a unique notification number for each charge for each customer in each charge period. When remittance, Party A shall indicate the corresponding notice number and respective amount in the purpose column to define different payment content and specific amount for different customers in different periods.
4. Party A shall complete and accurately fill in the elements of the remittance voucher when handling the remittance, and carefully verify that it is correct to ensure that the payment is received in time.
5. Party A shall remit the money to Party B's account before the last

working day of each month (subject to the date when the money reaches the account) so that Party B can provide services on time.

6. Party B only judges whether the settlement conditions are met based on the actual amount of RMB in the account. If the actual booked amount is less than the receivable amount, Party B will not perform settlement processing. For this reason, Party B declares and is recognized by Party A: Party A shall bear the bank charges incurred during the remittance process by Party A in addition to the fees paid to Party B.

7. After receiving the remittance and verifying that the settlement conditions are met, Party B issues an invoice. In principle, the invoice should be kept by Party B for reference. If you need to mail an invoice, you should fill in the relevant part of the attachment. Party B guarantees that the invoice will be mailed by SF Express based on the attached information. If the invoice is lost during the mailing process, it cannot be reissued according to the relevant invoice management regulations of the taxation department, and only a payment certificate is issued separately.

8. If there is any change in the remittance information (account opening name, account opening bank, account number, etc.) of the parties to the agreement, they shall notify the other party in time to avoid possible unfavorable factors.

Party A: CZECH TRADE PROMOTION AGENCY

Signature: 

Date: 30. 8. 2022

Party B: Beijing Foreign Enterprise Human Resources Service Ningbo Co.,
Ltd.

Signature:



Date: 2022.8.30

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Annex:

Initial registration of remittance

1. Name of Party A: CZECH TRADE PROMOTION AGENCY

Note: For the name of Party A, please fill in the title of the invoice issued by Party B.

2. Name of the remittance party: CZECH TRADE PROMOTION AGENCY

Note: Fill in when the remittance party is not Party A.

3. Remittance contact person: [REDACTED]

Tel: [REDACTED]

E-mail: [REDACTED]

The following must be filled in by those who must mail the invoice:

Invoice mailing address:

Recipient: Tel:

Postal Code:

Party B's relevant information

Account name: Beijing Foreign Enterprise Human Resources Service Ningbo Co., Ltd.

Account number: [REDACTED]

Account Bank: [REDACTED]

CNAPS: [REDACTED]

Contact person of Party B for remittance business: [REDACTED]

Tel: [REDACTED]

Fax: /

E-mail: [REDACTED]