



Specific agreement within the Collaboration Agreement UNIL- CUPL

Party A: Collaborative Innovation Center of Judicial Civilization, China

Legal Representative: Baosheng ZHANG

Deputy: Yuanfeng WANG

Address: 25 Xitucheng Lu, Haidian District, Beijing, China 100088

Tel: 0086 10 68645052

Fax: 0086 10 68621175

Party B: University of Lausanne through its Faculty of Law, Criminal Justice and Public Administration (thereafter FDCA); namely the School of Criminal Justice (thereafter ESC), Switzerland

Coordinator for UNIL side of the Chinese Evidence Science Research Center: Ms Anne Marville

Tel : 0041-21-692-46-00

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I. Party A wishes to engage the service of Party B to provide as a scientific researcher for teaching and research activities within the UNIL-CUPL Agreement. The two parties, in a spirit of friendly cooperation, agree to sign this Agreement including its Appendix and pledge to fulfill conscientiously all the obligations stipulated in it.

II. The agreement is concluded for the day of January 1st, 2015 to the day of December 31, 2015.

III. The duties of Party B will be to:

1. Provide Mrs Đurđica Hazard or appoint a replacement in her place (according to article VI (6)) for the duration of the agreement and who fulfills the following duties:
2. Design a course in English named Evidence from the Crime Scene during the first semester for students in their first year of master of the academic year 2014-2015. The design will include the aim of the course, the structure of the course, the details of the theory instruction and practice instruction and the slides of the course.
3. Teach the course of Evidence from the Crime Scene in English to the master students during the second semester of their first year of master for the academic year 2014-2015 and the first semester for students in their first year of master for the academic year 2015-2016. The course will take 36 hours, including 18 hours theory instruction and 18 hours practice instruction. The hour's allocation is left to the discretion of Party B's representative in charge of the given course.

4. Give lecture of Evidence from the Crime Scene in English to the teaching faculty of CUPL once a semester. There will be 2 lectures during the year. Each lecture should be around 1-2 hours. The hour's allocation is left to the discretion of Party B's representative in charge of the given course.
5. Organize seminar in English on Evidence Science, which will hold at least one or two activities per semester. The responsibility of the organizer will include the choice of the topic, the preparation and distribution of the references as well as giving the key lecture. The hour's allocation is left to the discretion of Party B's representative in charge of the given course.
6. Assist in the supervision of 1 PhD student/PostDoc to conduct a research work on the crime scene investigation.
7. Work as a scientific consultant to the researchers and PhD students from the collaborative Innovation Center of Judicial Civilization, China, the Institute of Evidence Science. Provide the useful information in order to help them improve their research work.
8. Coordinate the venue of People's Republic of China researchers from CUPL to ESC-UNIL.
9. Organize the collaboration and information exchange between CUPL researchers with UNIL researchers.

IV Party B's remuneration for the mission accomplished by its representative

The parties reach the agreement of the following amount 129'400 Chinese Yuan Renminbi /Equivalent Swiss Francs on the day of the transaction.

The terms of payment are fixed according to these terms:

- By way of derogation from the article I.D of the UNIL-CUPL Agreement, the School of Criminal Justice (Party B) charges CUPL for the duties/mission performed by the UNIL employee.
- CUPL will transfer the amount by bank transfer to UNIL. The payment is converted at the exchange rate applicable on the transaction date.
- Operational and financial procedures are set in the Appendix of the current agreement.
- The term of payment are given in the Appendix (Article I)

V. Party A's Obligations

1. Party A shall introduce Mrs Hazard or her/his replacement the laws, decrees and relevant regulations enacted by the Chinese government, the Party A's work system and regulations concerning administration of foreign experts.

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2. Party A shall conduct direction, supervision and evaluation of conditions.
3. Party A shall provide Mrs Hazard or her/his replacement necessary working and living conditions.
 - a. Party A shall provide co-workers and shall provide a similar treatment to Party B's representative than the one provided to Party A's own professors, research fellows and students, by facilitating access to the academic services, scientific and cultural services.

VI. Party B's Obligations

1. Party B is committing to propose a replacement who fulfils the same requirements in case Mrs Hazard would be medically prevented from fulfilling the tasks considered within the article III and providing a report after 30 days of incapacitation.
2. Party B commits to CUPL that Mrs Hazard or her/his replacement respects the laws, decrees and relevant regulations enacted by the Chinese government and shall not interfere in China's internal affairs.
3. Without Party A's consent, Party B shall not render service elsewhere or hold concurrently any post unrelated to the work agreed on with Party A.
4. Party B commits to CUPL that Mrs Hazard or her/his replacement shall complete the tasks agreed on schedule and guarantee the quality of work.
5. Party B commits to CUPL that Mrs Hazard or her/his replacement shall respect China's religious policy, and shall not conduct religious propaganda or other activities incompatible with the status of an expert.
6. Party B commits to CUPL that Mrs Hazard or her/his replacement shall respect the Chinese people's moral standards and customs.

VII. Revision and Cancellation of the Agreement

Both parties should abide by the Agreement and should refrain from revising or canceling the Agreement without mutual consent. The Agreement can be revised or canceled with mutual consent by giving other Party 30 days written notice. Before both parties have reached an agreement, the Agreement should be strictly observed. In the event of such termination, all activities and exchanges approved earlier shall be allowed to proceed to their natural conclusion.

1. Under the following circumstances, Party A may cancel this Agreement by giving 30 days prior written notice to Party B:



- 1.1. Where Party B is incompetent to perform the duties pursuant Art. III and remains to be incompetent despite training or transfer to a different position or where Mrs Hazard or her/his replacement refuses to be given further training or to be transferred to a different position.
- 1.2. Where Mrs Hazard or her/his replacement cannot resume normal work after a continued 30-day sick leave, according to a medical certificate and where Party B is not likely to be able to provide a replacement.
2. Party A may cancel this Agreement at any time without giving prior notice or paying severance pay to Party B, if:
 - 2.1. Party B has been proven unable to meet the requirements of Party A after 4 weeks of the 3 month-mission, if any;
 - 2.2. Party B causes Party A to enter into or amend this Agreement against Party A's true will by means of fraud, intimidation or taking advantage of Party A's precarious position;
 - 2.3. Mrs Hazard or her/his replacement has any ill habits such as gambling or alcoholic addiction, or her/his behavior is not up to Chinese morality, which has resulted in adverse effects, and fail to amend after Party A's warning;
 - 2.4. Mrs Hazard or her/his replacement has serious discipline breach behaviors or involvement in criminal activities.
3. Party B may terminate this Agreement by giving 30 days written notice to Party A under Art. VII 1st subparagraph and may cancel this Agreement at least immediately if:
 - 3.1. Party A has not provided Mrs Hazard or her/his replacement dispatched by Party B with necessary working and living conditions as stipulated in the Agreement;
 - 3.2. Party A is proven to have failed to pay the amount of 129'400 Chinese Yuan Renminbi/ Equivalent Swiss Francs at the date of the transaction, to Party B duly and in full as stipulated in this Agreement;
 - 3.3. The rules and regulations of Party A violate the People's Republic of China laws and regulations and impair the rights and interests of Party B;
 - 3.4. Party A causes Party B to enter into or amend this Agreement against Party B's true will by means of fraud, intimidation or taking advantage of Party B's precarious position.

VIII. Agreement renewal



If either of the two parties requests to renew the Agreement or asks for a new Agreement, it should forward its request to another the other party 30 days prior to the expiration of the Agreement, and sign a new Agreement based on mutual consent.

IX. Breach Penalty

When either of two parties fails to fulfill the Agreement or fails to fulfill the Agreement obligations according to the terms stipulated in Art. V, VI and VII (1) and (3) above, that is, breaks the Agreement, it must pay a breach penalty of 20'000 Chinese Yuan Renminbi/Equivalent Swiss Francs at the date of the transaction.

Either of two Parties, who cancels the agreement without any written notice ahead of time, should pay a breach penalty to the other party.

X. Force Majeure

Force majeure refers to anything beyond control, that is unforeseeable, unavoidable and insurmountable objective conditions, circumstances or affairs not otherwise stated in the Agreement. The obligations stipulated in the Agreement shall be suspended during the period of force majeure by either Party A or Party B and the Party impacted shall notify the other party immediately and produce relevant certifications within 15 days.

If Party B asks to cancel the Agreement due to events beyond control, it should produce certifications by authorities concerned, obtain Party A's consent, and pay its own return expenses.

If Party A asks to cancel the Agreement due to events beyond control, with the consent of Party B, Party A should bear Party B's return.

XI. This Agreement will not take effect until Mrs Hazard or her/his replacement has got his/her health certificate, work permit and residence permit issued by relevant departments of Chinese Government or departments appointed by Chinese Government. Party B shall cooperate actively to obtain the valid visa and permits. The fees and responsibilities arising out of the actual mission activity before the agreement takes effect, if any, shall all be borne by Party A as mentioned in the Agreement UNIL-CUPL. Party B shall bear all expenses incurred when staying on after the Agreement expires.

XII. Waiver

If a party against whom any obligation is owed agrees to waive a provision of this Agreement, such waiver shall not otherwise affect the validity or effect of any other portion of this agreement.

XIII. Dispute Resolution



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University of Lausanne, Switzerland

Any dispute arising out of this Agreement shall first be attempted to be resolved through friendly negotiation between the Parties. If all attempts fail, either party may within 60 days after the dispute occurs, appeal to local Administration of Foreign Experts' Affairs for intermediation, or apply to the relevant personnel or labor dispute arbitration commission for arbitration. Any Party, if disagreeing with the result of the intermediation/arbitration, reserves the right to initiate legal proceedings with the local court directly.

This Agreement is signed at _____, in duplicate, this _____ day of _____, _____, in the Chinese and English languages, both texts being equally authentic. The Chinese translation of this present Agreement is an official translation certified as being conform to the current English version.

The current Agreement enters into force once the conditions of the article XI are fulfilled.

The appendix of this Agreement is an inseparable part of the agreement and equally valid and effective.



Party A (CUPL)

Name: _____

Title: _____

Party B (UNIL-ESC)

Names: B. L. V. C.

Title: Dean of the FDCA

Director of the ESC



Appendix to the Agreement

I. Terms of payment of the allocated amount to Party B following the execution of the Agreement (Art. IV)

1. The amount of 129'400 Chinese Yuan Renminbi is delivered according to the following terms of payment :

- 1.1. Through bank transfer, based on an invoice form provided by the ESC at the start of the mission.
- 1.2. The amount is fixed at the Swiss Francs exchange rate of the transaction day.

2. The amount is allocated as following:

2.1. Accommodation and Transportation

Party A provides Mrs Hazard or her/his replacement with a free apartment on/close to campus, which contains a bedroom, a kitchen, a bathroom with necessary equivalents: a bed, telephone, wardrobe, television set, microwave oven, washing machine. Party B will pay for the expenses incurred from phone call, gas and electricity.

2.2 If Party A cannot provide Party B with an apartment, Party A must assist Party B in locating an accommodation and will subsidize Party B 5'000 Chinese Yuan Renminbi per month as an accommodation and transportation allowance. Party B is obligated for all accommodation expenses.

2.3 Mrs Hazard or her/his replacement shall bear all the expenses for his/her accompanied family members.

II. Health care and accidental insurance

1. Party B should buy insurance which covers his/her expenditure for major diseases, hospitalization and personal accidents while he/she works for Party A. Party A will assist Party B in selecting suitable insurance packages.
2. If Party B fails to buy an insurance in China for his own reasons, Party A will assist Party B to buy an international insurance, which covers major diseases, in-patient treatment expenses and accidents within duration of his/her service for Party A.

III. Work Hours and Holidays

1. The work hours of Party B should be 8 hours a day, 5 days a week during the mission.
2. The total work period is based on a 3-month mission distributed over a year.



3. If Party A requests overtime work, Party B will receive overtime pay in accordance with Chinese Labor Acts.
4. Subject to the evaluation of the person in charge of Party B's duties, the distribution of hours between theory and practice, and the duration of the teaching activities can be modulated, as laid down in the articles III (3), III (4) and III (5).
5. Party B's representative shall be entitled to holidays/paid leave on People's Republic of China statutory public holidays and customs.

IV. Leave of Absence

1. Absences with motivation are tolerated, up to 3 days.
2. For sick leave more than 3 days, a medical certificate signed by a doctor from the appointed hospital is necessary. All sick leaves must be approved from the Director or the Head Teacher. For sick leave of 7 days or less, Party A will pay as usual. After 7 days, Party A will pay Party B 70% of the salary paid by Party B to Mrs Hazard or her/his replacement. The maximum allowable sick leave is 30 days. After 30 days, Party A will stop the payment and has the right to terminate the agreement in accordance with the article VII, Article 1, paragraph 1.2.
3. All leaves must be approved from the Director or his Deputy. If Party B is approved of a leave for personal reasons, he/she will not be paid during the absence period. In one school year, Party B shall not ask for leaves of absence for accumulatively more than 10 days, and shall not ask for a leave of absence for continuously more than 3 days.

V. Travel expenses and vacations allowance

1. If Party B fulfills all obligations of the current Agreement, three return air ticket between China and Switzerland with economy class will be paid by Party A at the end of the Agreement period. If the Agreement period is less than one year, the air ticket allowance will be prorated based on the time Party B fulfils the mission for Party A.
2. Party B's representative, who fails to complete the Agreement for his/her personal reasons, will forfeit the right to the above stated paid leave air ticket allowance after the last day of duty.
3. Luggage transportation expenses will be paid to Party B's representative up to 1/5 of the international air ticket price in Chinese Yuan Renminbi. Since airlines between China and Switzerland stipulate that carriage of one large piece of luggage up to a maximum 30 kg is free of charge, for employed party from the Switzerland, Party A may not bear his/her luggage transportation expenses.
4. All the fees incurred from health exam and visa application are borne by Party B.



VI. Probation Period and Credit Bail

1. Party A will set a probation period of 4 weeks (Agreement Art. VII (2.1)) for Party B upon the signature of the Agreement.
2. Party B commits to CUPL that Mrs Hazard or her/his replacement shall not apply for other jobs without Party A's permission during the Agreement period. In case Party A agrees, an agreement shall be signed between the involved parties.

VI. This appendix has equal validity of the Agreement and comprises integral part of this Agreement.

VII. The confirmation and any changes to the Agreement as well as its appendix must be conducted through mutual consultation and signed in written form. Any verbal agreements are deemed as invalid.

Party A (CUPL)

Name:

Title:



Party B (UNIL-ESC)

Names: Allevu

Title: Dean of the FDCA

Director of the ESC