

# 互惠家庭和互惠生协议

## Host Family and Au Pair Contract

此协议自 \_\_\_\_\_ 至 \_\_\_\_\_

The terms of this contract shall take effect from \_\_\_\_\_ to \_\_\_\_\_

在互惠家庭：  
between host family

地址：  
Address:

和  
and

互惠生：  
Au Pair:

生日：  
Birth date:

地址：  
Address:

之间生效。  
("take effect" – different Chinese sentence structure)

### 互惠家庭职责：

#### Responsibilities of the Host Family

- 1、互惠家庭应履行经双方协商后认可签字的家庭工作时间表。  
互惠生的工作时间一周不超过**25**小时，每天**5**小时。互惠生享有每周**2**天假期，且一年**14**天带薪年假。
- I. The host family shall follow the working schedule signed by both the host family and the au pair based on negotiations.  
The working hours for the au pair shall be no more than **25** hrs/ week, i.e. **5** hrs/ day. The au pair shall enjoy **2** days off a week, and **14** days of paid holidays a year.

- 2、互惠家庭使用的日常语言为**中文**，互惠家庭希望能与互惠生用**英语和中文**交流，并愿意在日常生活中帮助互惠生学习**中文**。

II. Given the fact that **Chinese** is used for the daily life communication of the host family, the host family hopes to communicate with the au pair in **Chinese as well as English**, and is willing to help the au pair learning **Chinese** during daily life.

- 3、互惠家庭为互惠生提供一日三餐及其他日常饮食。如因特殊情况不能为互惠生提供饮食，应由家庭提供餐费或餐饮原料。但互惠生独自度假期间的餐饮费用应自理。

II. The host family shall provide the au pair with three meals a day and other daily diet. If the host family fails to provide diet due to special reasons, the host family shall provide a meal fee or ingredients for the au pair. However, the au pair shall bear all the expenses for meals and drinks on his/ her own vacation.

- 4、互惠家庭为互惠生提供单独的房间。

IV. The host family shall provide the au pair with a private room.

房间内设施包括（请选择）

- |                              |                             |                             |                             |                             |
|------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| <input type="checkbox"/> 床   | <input type="checkbox"/> 衣柜 | <input type="checkbox"/> 书桌 | <input type="checkbox"/> 台灯 | <input type="checkbox"/> 书架 |
| <input type="checkbox"/> 椅子  | <input type="checkbox"/> 电视 | <input type="checkbox"/> 电话 | <input type="checkbox"/> 电脑 | <input type="checkbox"/> 网线 |
| <input type="checkbox"/> 其他: |                             |                             |                             |                             |

The room shall be equipped with (please select)

- |                                  |                                   |                                |                                    |                                    |
|----------------------------------|-----------------------------------|--------------------------------|------------------------------------|------------------------------------|
| <input type="checkbox"/> bed     | <input type="checkbox"/> wardrobe | <input type="checkbox"/> desk  | <input type="checkbox"/> desk lamp | <input type="checkbox"/> bookshelf |
| <input type="checkbox"/> chair   | <input type="checkbox"/> TV       | <input type="checkbox"/> phone | <input type="checkbox"/> computer  | <input type="checkbox"/> LAN cable |
| <input type="checkbox"/> others: |                                   |                                |                                    |                                    |

及（请选择）

- |   |
|---|
| <input type="checkbox"/> 独立的洗手间及浴室      |
| <input type="checkbox"/> 与家庭成员合用的洗手间及浴室 |

and (please select)

- |  |
|--|
| <input type="checkbox"/> a separate bathroom                               |
| <input type="checkbox"/> a bathroom shared with members of the host family |

家庭中的公用房间（如客厅等）及公用电器设施（如洗衣机、电话等）允许互惠生共同使用。

The au pair is allowed to share the public rooms (e.g. living room) and public electric appliances (e.g. washing machine and telephone) with members of the host family.

- 5、互惠家庭为互惠生提供互惠生在家庭互惠期间的人身保险 及 每个月**1000**元零用钱，零用钱将在每月\_\_\_\_\_日，以（请选择）

- |  |
|--|
| <input type="checkbox"/> 现金              |
| <input type="checkbox"/> 银行转账 的方式支付给互惠生。 |

V. The host family shall provide the au pair with personal insurance during the au pair's stay and an allowance of **1000** RMB per month. The allowance shall be paid on the \_\_\_\_\_ of each month to the au pair (please select)

- |                                  |
|----------------------------------|
| <input type="checkbox"/> in cash |
|----------------------------------|

☐ *via bank transfer.*

6、互惠家庭为互惠生提供每周至少四次上语言班的机会，具体的上课时间将由双方协商决定。

VI. The host family shall provide the au pair with the opportunity to attend language courses of at least once four times a week. The detailed arrangement for the language course shall be fixed based on the negotiation between the host family and the au pair.

7、如出现因互惠生身体及健康原因导致的无法履行工作职责，互惠家庭应予以理解并且保障互惠生在休养期间的权利，包括正常饮食，医疗保险和所需的护理等。但互惠生的休养时间应在两周之内。

VII. If the au pair fails to perform his/ her duty due to physical condition or health problems, the host family shall fully understand and guarantee the au pair's rights during the recovery period, including the normal diet, medical insurance, care needed, etc. However, the recovery period for the au pair shall not require longer than two weeks.

8、此外，互惠家庭还为互惠生提供：

VIII. In addition, the host family shall provide the au pair with:

9、互惠家庭应把互惠生当做家庭成员之一，尊重其个人隐私，并尽量理解由于文化差异产生的不同的生活习惯。互惠家庭应在生活中积极帮助互惠生学习中文和中国文化。

IX. The host family shall treat the au pair as a member of the family, respect his/ her individual privacy, and try to understand the different living habits caused by cultural differences. The host family shall actively help the au pair to learn Chinese and about the Chinese culture in his/her daily life as an au pair.

## 互惠生职责:

### Responsibilities of the Au Pair

- 1、互惠生应履行经双方协商后认可签字的家庭工作时间表。
  - I. The au pair shall follow the working schedule signed by both the host family and the au pair based on negotiations.
- 2、互惠生应使用**英语和中文**与家庭进行日常交流。
  - II. The au pair shall communicate with the host family in **English and Chinese** during daily life.
- 3、互惠生应保持个人房间的卫生与整洁，且维护公用空间和公用电器设施。  
如有吸烟、使用家庭电话拨打长途等要求，应先与家庭进行协商不得擅自决定。
  - III. The au pair shall keep his/ her private room clean and tidy, and take care of the public room and public electric appliances when using.  
If the au pair has such requirements as smoking, making a long-distance call with the home phone, he/ she cannot make decisions prior to negotiations with the host family.
- 4、如邀请朋友来家中做客，留宿或外出访友，在外留宿过夜，必须提前告知家庭并征得家庭同意。
  - IV. If the au pair invites his/ her friends to and/or to stay over at the host family's home, or visits friends and stays outside all night, he/she must inform the host family in advance and the host has to agree.
- 5、互惠生应做到入乡随俗，尽力融入互惠家庭的生活。
  - V. The au pair shall do his or her best to become a part of the host family.
- 6、互惠生应维护和遵守中华人民共和国法律、法规和条例。
  - VI. The au pair shall uphold and abide by the laws, rules and regulations of the People's Republic of China.

## 矛盾与纠纷

### Conflicts and Disputes

互惠家庭和互惠生双方应相互尊重相互理解，保持积极良好的沟通。对于由于文化和背景差异产生的矛盾与摩擦，应先自主交流与协商。如产生双方无法自主解决的问题，应及时联系PARTNERAGENTUR寻求帮助。但在协议解除程序期间，双方还应继续履行此协议直至双方正式解约。

The host family and the au pair shall respect and understand each other, keep positive and productive communication. In case of any conflicts and frictions caused by cultural and background differences, the host family and the au pair shall communicate and negotiate by themselves first. If the problems cannot be settled by both parties, they shall promptly contact the PARTNERAGENTUR for help. However, during the termination period, both parties shall fulfill the responsibilities specified in this contract respectively until it is officially terminated.

互惠家庭和互惠生双方均可在任何时间联系PARTNERAGENTUR，以便及时化解和解决双方间的矛盾与纠纷。

The host family and the au pair could contact the PARTNERAGENTUR at any time so that the conflicts and disputes between the two parties can be solved and settled in time.

## 关于解约

### Termination of the Contract

互惠家庭和互惠生中的任何一方有义务提出解除此协议。协议解除前，至少提前三周通知被解除协议方及PARTNERAGENTUR，并同时向PARTNERAGENTUR递交书面申请。书面申请上需阐明详细的解约理由，并提出是否要求更换互惠生或者互惠家庭。正式解除协议之前，PARTNERAGENTUR将协助家庭和互惠生双方清算各自应当承担的费用（如保险费用，语言班学费等）。

Either the host family or the au pair is under the obligation to terminate this contract formally. If either party intends to terminate this contract, then it shall inform the other party and the PARTNERAGENTUR at least three weeks in advance, meanwhile, submit a written application to the PARTNERAGENTUR. The party who wants to terminate the contract shall list the detailed reasons for termination on the written application, and state clearly whether or not to change the au pair or the host family. Before the official termination of agreement, the PARTNERAGENTUR will assist the host family and the au pair with clearing the fees that should be born by each party respectively (e.g. insurance fee, language course fee).

## 声明

### Declaration

我已经认真阅读本合同，并理解和接受本合同内的各项条款，我作为互惠家庭，承诺遵守与履行此协议。

I have carefully read this contract, and understood and accepted all clauses specified in this contract. As the host family, I promise to abide by and perform in line with this contract.

地点及日期:

Signing site and date:

互惠家庭签字:

Signature of the host family:

我已经认真阅读本合同，并理解和接受本合同内的各项条款，我作为互惠生，承诺遵守与履行此协议。

I have carefully read this contract, and understood and accepted all clauses specified in this contract. As the au pair, I promise to

abide by and perform in line with this  
contract.

地点及日期:

Signing site and date:

互惠生签字:

Signature of the au pair: