**工作意向书**

**甲方（用人单位）**

**乙方（受聘专家）**

根据中华人民共和国法律法规，双方在平等、自愿、协商一致的基础上签订本工作意向书（本意向书中各方当事人的各项权利义务将通过一份正式合同予以确定）。

**甲方** （用人单位，以下简称“甲方”）

代表人：

联系人： 职务：

办公电话： 手机：

**乙方**(中文) （外文） （受聘专家，以下简称“乙方”）

国籍： 性别： 出生日期 年 月 日

护照号码：

居住国通讯地址：

电话： 传真：

电子邮箱：

**第一条 工作时间**

本合同/意向书约定： 年至 年乙方每年在甲方 部门工作 个月。

**第二条 劳动报酬**

本合同/意向书约定：

2.1、乙方完成约定的工作量（包括工作时间), 年至 年三年共支付 元人民币。实际支付金额以国家外专局批复为准。

**第三条** **岗位职责**

3.1甲方聘用乙方在 部门担任 岗位的工作。

3.2乙方的主要工作目标是：

**第四条 福利待遇**

4.1乙方在甲方工作期间，除双方另有约定，甲方应按照中国《劳动法》有关规定，安排乙方执行标准工时制度，即乙方每日工作8小时，每周工作40小时。

4.2乙方享受中国公民法定带薪节日休假。

**第五条 权利和义务**

5.1 知识产权保护

乙方在甲方工作期间，在项目工作中所取得的知识产权，包括著作权、专利权、商标权等，其所有权归 。

5.2 保密义务

乙方须遵守甲方相关保密规定，对甲方商业秘密及其他与知识产权相关的涉密事项进行保密。

若乙方违反保密义务，除赔偿甲方因此造成的损失外，应按照相关法律法规承担相应的法律责任。

5.3 竞业限制

竞业限制的约定不得违反法律、法规的规定。

5.4 侵害第三方权利的责任

本合同/意向书执行期间，如发生侵害第三方权利情形的，要按照甲乙双方的过错确定责任，并由过错方依法进行赔付。因乙方过错侵害第三方权利，而甲方为此先行赔付的，甲方可向乙方追偿。

5.5 其他义务

（1）甲方应按照有关规定协助乙方办理出入境、居留等相关手续，为乙方开展工作提供必要的条件，按时支付乙方劳动报酬，保障乙方的福利待遇和正当权益，同时对乙方的工作进行考核评价和成果评估。

（2）乙方应遵守中国法律、法规和用人单位的规章制度，按照合同约定的时间在岗工作，认真履行岗位职责，完成岗位工作任务，接受甲方的考核和监督。

（3）甲方不为乙方提供国际交通补贴。

本合同/意向书一式两份，由甲方和乙方分别留存。合同/意向书分别用中、英文书就，两种文本内容完全一致，具有同等的效力。

甲方： 乙方：

代表人

（单位公章）

时间： 年 月 日 时间： 年 月 日

**Letter of Intent**

**Party A (Employer)**

**Party B (Employee)**

According to the relevant laws and regulations of the PRC, both Parties, in line with the principles of equality, mutual agreement, and on a voluntary basis, agree to sign this Letter of Intent(In this letter of intent, various of rights and obligations will be confirmed by a formal contract).

**Party A**

(Employer, hereafter referred to as “Party A”)

Representative：

Contact Person： Position：

Telephone： Cell Phone：

**Party B** (in Chinese) **(**in native language)

(Employee, hereafter referred to as “Party B”)

Nationality： Gender：

Date of Birth： （year） （month） (date)

Passport Number：

Address (outside of China):

Telephone： Fax：

Email Address：

**Article 1. Term of Employment**

Party B ensures to work in Party A (Unit) for months each year from to .

**Article 2. Compensation or Salary**

2.1 If Party B accomplishes his/her responsibilities (including the working time), Party A should pay RMB (before tax) to Party B as compensation or salary for three years in total from to .

**Article 3. Job Targets**

3.1 Party A employs Party B as in .

3.2 Summaries of Party B’s job targets: .

**Article 4. Benefits (optional)**

4.1 Unless the two Parties agree otherwise, Party A will adopt standard working time for Party B in accordance with the Labor Law of PRC. That is to say, Party B will work 8 hours a day, 40 total hours each week.

4.2 Party B is entitled to have paid public holidays of China.

**Article 5. Rights and Obligations (optional)**

5.1 Intellectual Property Protection

Party A owns the copyrights of the works, inventions, patents and other intellectual properties produced by Party B during the Contract period.

5.2 Confidentiality

Party B should obey the rules concerning confidentiality formulated by Party A. Party B is obliged to maintain confidentiality of Party A’s secrecy, including but not limited to trade secrets, issues related to intellectual properties, etc.

If Party B disobeys the confidentiality obligations, he or she shall not only compensate Party A for the loss but also bear the relevant legal liability in accordance with relevant laws and regulations.

5.3 Non-Competition Restriction

The non-competition restriction shall be determined according to the relevant laws and regulations.

5.4 Liability for Violation of the Third Party’s Rights

Should any rights of the third Party be violated during the Contract period, both Parties shall determine the responsible Party who will be liable for reimbursement. In the event that Party A pays for Party B’s misbehavior, Party A shall be compensated by Party B.

5.5 Other Obligations

(1) Party A shall help Party B manage issues such as residence, entry and exit, etc. Party A should provide essential conditions to Party B in order to carry out joint programs, pay compensation or salary to Party B on time, ensure the benefits and rights of Party B when he/she works for Party A, and evaluate the work performances and contributions of Party B.

(2) Party B shall observe all relevant laws and regulations of the PRC, follow the rules and employment discipline formulated by Party A, start work on the prescribed date according to this Contract/Letter of Intent，fulfill the tasks assigned to him/her with high standards within the prescribed timeframe, and be subject to Party A’s supervision and review of his or her working performance.

(3) Party A will not provide international traffic subsidies for Party B.

There are two original copies of the Contract/Letter of Intent, which to be preserved separately by Party A and Party B. Each copy will be signed in duplicate in both English and Chinese with both texts being equally authentic.

Party A: Party B:

Representative

Date: