附件2

**引智专家工作协议模板**

**EMPLOYMENT CONTRACT**

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| **PartyA/甲方：** | **Wuhan National Laboratory for Optoelectronics**(hereinafter referred to as **Party A**)**/武汉光电国家实验室（筹）(以下简称为甲方)****Contact Person/联系人：****Telephone/电话：** |
| **Party B/乙方：** | Mr./Prof. XXX **(hereinafter referred to as Party B)/XXX教授/先生(以下简称为乙方)****Nationality/国籍：Gender/性别：****Date of Birth/出生日期：（year）（month）(date)****Passport Number/护照号：****Address (outside of China)/地址:** **Telephone Number/电话号码：Email Address/电子邮件：** |

Party A agrees to employ Party B as overseas scholar/ overseas academic master of the “Base of Introducing Talents on Optoelectronic Science and Technology” supported by the “Programme of Introducing Talents of Discipline to Universities (hereinafter referred to as the 111 Project)” to work in Wuhan National Laboratory for Optoelectronics. In the spirit of friendly cooperation and mutual understanding, the two parties hereby agree to sign and comply with the following contract.

甲方聘用乙方作为“高等学校学科创新引智计划”（以下简称“111计划”）资助的“光电科学与技术创新引智基地”海外学者/学术大师来武汉光电国家实验室工作。甲乙双方经过平等协商，自愿签订本合同并共同遵守本合同所列条款。

**1. Term of Contract/合同期限：**

The term of this Contract shall be X months, from XXXX to XXXX.合同期共X个月，自XXXX年X月XX日起至XXXX年X月XX日止。

**2. Remuneration and Benefits/报酬和待遇：**

(1) Party A shall pay RMB (pretax) to Party B as remuneration upon Party B’s fulfillment of his/her contractual duties and observance of contractual working time.

乙方遵守合同关于工作时间的约定并完成合同工作任务后，甲方应向乙方支付人民币（税前）作为报酬。

(2) Party A shall cover the travelling expense for Party B, including a round-trip economy class airfare between Party B’s place of residence and Chinese exit-entry ports, as well as local transportation fees in mainland China between Chinese exit-entry ports and Wuhan. Party B is required to provide related tickets.

甲方承担乙方来访的旅费,包括乙方从其国外居住地到中国出（入）境口岸之间的往返经济舱国际机票费用以及出（入）境口岸至武汉的中国境内交通费）。乙方须提供相关票据。

(3) Party A shall provide Party B with accommodation on campus, basic office facilities and access to the research facilities of Party A.

甲方为乙方提供校内住宿、基本办公条件和实验室已有的研究平台。

**3.Responsibilities of Party B/乙方工作职责:**

The responsibilities of Party B shall include（but not limited to ):（以下为一般要求，具体可与邀请人协商细化工作目标）

(1)Giving suggestions on research platform development and discipline construction

对实验室平台建设和学科建设提供建议；

(2) Applying jointly for 1 to 2 cooperative research projects, and in case of successful applications, participating in the execution of the research project in accordance with the applications;

共同申请合作项目1～2 项，并在申请成功的情况下，按照申请书所规定的方式参与课题的实施；

(3) Jointly tutoring postgraduates;

联合指导研究生；

(4) Jointly publishing 3 to 5 research papers in top international journals and academic conferences. (expected to publish 3-5 papers);在知名国际学术期刊和学术会议上联合发表3-5篇文章；

(5) Giving academic lecture(s); and lecturing 1 short course, if necessary, for both undergraduate and postgraduate students;

为本科生和研究生举办讲座，并在条件允许时教授一门短课程；

(6) All papers, books, research reports published, and certificates and achievements obtained during the contract term should be annotated in both Chinese and English with **“高等学校学科创新引智计划资助**”**(**Supported by the 111 Project, No. B07038).

合同执行期间发表的相关论文、专著、研究报告、资料、鉴定证书及成果报道等，均标注**“高等学校学科创新引智计划资助**”**(Supported by the 111 Project)**中英文字样和项目编号（B07038）。

**4. Revision, Extension, Cancellation or Termination of the Contract/合同修改、延期、取消或终止：**

(1) Both parties shall abide by the contract and shall refrain from revising, extending, canceling, or terminating the contract without mutual consent.

双方都应严格履行合同，避免单方修改、延期、取消或终止合同。

(2) The contract can be revised, extended, canceled, or terminated with mutual consent. Before both parties have reached an agreement, the contract shall be observed.

在双方达成共识的前提下，可以修改、延期、取消或终止合同。双方协商达成以前，均应遵守合同。

(3) If both parties agree to extend the contract, the new contract should be settled six weeks before the end of the current term of employment.

经双方协商同意延长合同，需在原合同到期前至少六周商定新合同条款。

(4) Party A reserves the right to terminate the contract with a written notice to Party B under the following conditions:

在以下情况下，甲方可不征得乙方同意，以向乙方发出书面通知的形式终止合同：

* Party B does not fulfill the duties listed in the contract. Or Party B still fails to stop or to correct his/her improper activities or behavior although Party A has pointed out his/her problems.

乙方未完成合同内容列举的工作任务。或虽经甲方指出问题，乙方仍不停止或改正其不当活动或行为。

* According to a medical doctor’s diagnosis, Party B cannot resume his/her normal assignment after a continuous 30-day sick leave.

经医生诊断，乙方在休30天病假后仍无法正常履行合同义务。

**6. Other Rights and Obligations (optional)/其它权利和义务：**

(1) Intellectual Property/知识产权

During the contract term, the ownership of intellectual property rights arisen from achievements made by Party B for the fulfilment of his/her contractual duties or mainly by using the material and technical means of Party A shall belong to Party A.

本合同执行期间, 乙方履行本合同义务或者主要是利用甲方的物质技术条件所取得成果的知识产权归甲方所有。

(2) Confidentiality/保密

Party B shall 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 relatedto intellectual properties, etc.

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；

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

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。

(3)Liability for Violation of the Third Party’s Rights/侵害第三方权利的责任：

Should any rights of the third Party be violated during the contract period, both Parties shall, based on faults, determine the responsible Party who will be liable for reimbursement.

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。

(4) Other Obligations/其它义务：

Party A shall help Party B to 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 remunerations to Party B on time, ensure the benefits and rights of Party B when he/she works for Party A, and examine and evaluate the work performances and contributions of Party B.

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。

Party B shall observe all relevant laws and regulations of PRC, follow the rules and employment discipline formulated by Party A, start work on the prescribed date according to this Contract，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.

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。

This contract shall become effective upon receipt of the last signature,both Parties should sign two copies of the original contract.

本合同一式两份，本合同于双方签字盖章之日起生效。

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| **Party A甲方**Wuhan National Laboratory for Optoelectronics武汉光电国家实验室Signature: 签字Date: 日期 | **Party B乙方**Signature: 签字Date: 日期 |