**实习协议书**

**Internship agreement**

**甲方（实习单位）：**

Party A (company):

法定代表人/授权代表：

Legal/Authorized Representative:

地址：

Address:

**乙方（实习学生）：**

Party B (Intern):

身份证号：

ID Number:

**丙方：上海交通大学巴黎卓越工程师学院**

Party C: SJTU Paris Elite Institute of Technology

法定代表: 林忠钦

Legal Representative: LIN Zhongqin

授权代表：陆佳亮

Authorized Representative: LU Jialiang

地址：上海市闵行区东川路800号(200240)

Address: No.800 DongchuanRoad,Shanghai (200240)

为明确实习单位、实习学生和学院的责任与义务，根据国家有关法律、法规，本着平等自愿的原则，经甲乙丙三方协商一致，于（日期）\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_签订本协议。

In order to clarify the responsibilities and obligations of the company, intern and institute, this Agreement shall be signed on (date) \_\_\_\_\_\_\_\_\_\_\_\_ in accordance with the relevant laws and regulations of the state and on the basis of the principle of equality and voluntariness.

**一、实习期限**

**I. Duration**

实习时间自\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_起至\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The internship is from\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**二、实习岗位**

**II. Internship Position**

甲方根据丙方的实习课程大纲要求和甲方的要求，安排乙方到甲方，或其下属或关联部门\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_实习，岗位/课题为\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 。

According to the Internship syllabus of Party C and the requirement of Party A, Party B shall conduct internship in the Party A or its affiliated department\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and the internship position/topic shall be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**三、实习时间和实习地点**

**III. Working Hour and Internship location**

根据工作需要，甲方按标准工时制度安排乙方实习。乙方每天工作时间不超过8小时，每周工作不超过40小时。每周休息日为周日、周六和法定节假日。

According to the needs of the work, Party A shall arrange internship for Party B according to the standard working hours. Party B’s working hour shall not exceed 8 hours per day and 40 hours per week. Weekly rest days shall be Sundays, Saturdays and legal holidays.

乙方的实习地点为\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Internship location shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**四、**实习期补贴

**IV. Subsidy**

甲方根据乙方实习情况，为乙方提供实习补贴每日\_\_\_\_\_\_\_\_元。

Upon Party B’s condition, Party A shall provide internship subsidy \_\_\_\_\_\_Yuan/day.

提供午餐 是□ 否□

Free lunch: Yes□ No□

免费公司班车 是□ 否□

Free shuttle bus: Yes□ No□

住宿补贴 是□ 否□

Accommodation allowance: If Yes

**五、权利和义务**

**V. Responsibility and Obligation**

（一）、甲方（实习单位）权利和义务

1. **Responsibility and Obligation of Party A**
2. 甲方接受乙方实习，并根据实习大纲要求进行指导，在实习结束后根据丙方的规定进行实习评估。

Party A shall provide Party B with guidance according to the Internship syllabus and assessment after internship according to the provisions of Party C.

1. 甲方负责乙方实习期间的日常行政管理，指定\_\_\_\_\_\_\_\_\_\_担任乙方的实习指导老师。

Party A shall be in charge of the daily administration of Party B during Internship and shall appoint \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as the internship instructor of Party B.

1. 甲方应依照国家相关标准提供乙方有劳动安全保护，提供必要劳动工具，为乙方投保实习期间人身意外保险（另附保单）。甲方在实习开始后的一（1）周内进行内部规章、职业道德、职业技能和安全生产等相关培训。

Party A shall, in accordance with the relevant standards of the state, provide Party B with labor safety protection, necessary labor tools and personal accident insurance during internship (with insurance policy attached). Party A shall offer training on regulations, professional ethics, vocational skills and safety within one week after the commencement of the internship.

1. 在实习期内，甲方觉得乙方的行为态度不当，需要终止乙方实习，须提前三个工作日书面通知丙方，并由三方达成一个处理意见并实施。

During the Internship, if Party B shows inappropriate behaviors/attitudes, Party A needs notify Party C in writing three working days in advance to terminate Party B’s internship and a solution shall be reached and implemented by the three parties.

1. 若乙方严重违反本协议、甲方内部管理规定以及国家法律法规，甲方可以书面通知乙方和丙方，并立即终止本协议

If Party B is in violation of this Agreement or any administrative regulations and rules of Party B or laws and regulations of the state, Party A shall notify Party B and C in writing and terminate this agreement immediately.

**(二)、乙方权利和义务**

1. **Responsibility and Obligation of Party B**
2. 乙方必须根据本实习协议规定的时间、地点和岗位完成实习。

Party B shall complete the internship according to the time, location and post stated in the internship agreement.

1. 在实习期间，乙方不得无故缺勤，无故缺勤三分之一以上规定时间视为实习考核不合格。若因特殊情况，必须提前告知企业实习指导并征得其同意。

During the internship, Party B shall not be absent without reasons; absence without reasons for over one-third of the stipulated time shall be deemed as a fail of the Internship. In case of special circumstances, Party B shall give Party A prior notice and ask for permission.

1. 根据甲方的实习岗位设定，乙方在实习期间所形成的知识产权归甲方所有，但乙方有署名权。

According to the internship position, the intellectual property rights formed by Party B during the internship are owned by Party A, but Party B has the right of authorship.

1. 乙方应严格遵守甲方的保密规定，必须征得甲方同意后，方可将实习内获得文件素材公开。

Party B shall strictly abide by the confidentiality requirements of Party A, and must obtain the permission of Party B before publicizing any documents related to the internship.

1. 乙方在本协议履行期间因个人原因需要终止本实习协议，须提前三个工作日向甲方和丙方提出终止实习协议的书面申请及其他证明并征得甲方和丙方同意后，方可解除本协议。甲方以暴力、威胁、监禁或非法限制人身自由的手段强迫乙方劳动的或乙方自身安全受到甲方危害时，乙方可以随时解除协议。

If Party B needs to terminate the Internship Agreement due to personal reasons, Party B shall submit written application to Party A and Party C at least three working days in advance. Party B may terminate the Internship Agreement upon the approval of Party A and Party C. In case that Party A force Party C to work by the means of violence, threats, imprisonment or any illegal restriction of personal freedom or in case that Party B’s safety or health is compromised by Party A, Party B may terminate the Agreement immediately.

1. 乙方在实习结束前（无论何种原因），应当归还从甲方处获得的文件、设备、物品等属于甲方的物品。

Party B shall, prior to completion of the internship (for whatever reason), return to Party A all the documents, materials, equipment and other resources and property belonging to Party A.

**（三）、丙方权利和义务**

1. **Responsibility and Obligation of Party C**
2. 丙方可以通过讨论和协商确定乙方实习的具体细节，并同甲方一同管理乙方。

Party C, upon review and discussion, may decide the detailed information with respect to the Internship and shall administer Party B jointly with Party A.

1. 任何由于乙方执行甲方所安排的工作所导致的赔偿，丙方不负责任。

Party C shall not assume any liability and obligation of compensation for any accident occurred by Party B in carrying out the work arranged by Party A.

1. 丙方在收到甲方有关乙方的问题书面通知时，应尽快与甲方合作解决问题。

In receipt of written notice concerning Party B from Party A, Party C shall coordinate with Party A to solve the problem in a timely manner.

**六、法律适用和法律效力**

**VI. Applicable Law and Legal effect**

1. 本协议适用中华人民共和国相关法律法规。

This Agreement shall be governed by the law of the People's Republic of China

1. 本协议如中文版与英文版出现条款不一致之处以中文版为准。

In the event of any inconsistency between the Chinese version and the English version, the Chinese version shall prevail.

1. 本协议正本一式三份，三方各执一份，经甲乙丙三方签字盖章后生效。

This Agreement is made in triplicate and shall become effective upon signature and seal by Party A, Party B and Party C. Each party shall hold one original copy, and no photocopy shall be valid.

**甲方（签章）/Party A (Seal &Signature)**

**乙方（签字）/Party B(Signature)**

**丙方（签章）/Party C(Seal/Signature)**