

实 习 协 议

Internship Agreement

甲方（实习单位）：_____

纳税人识别号：_____

开户行：_____

法定代表人：_____

地址：_____

银行账号：_____

联系电话：_____

乙方（实习生）：_____

身份证号码：_____

所在院校及专业：_____

联系电话：_____

地址：_____

Party A (Host): _____ Taxpayer ID: _____ Address: _____

Bank: _____ Account No.: _____

Legal representative: _____ Tel: _____

Party B (Intern): _____ Citizen Identity Number: _____

School and major: _____ Tel: _____

Address: _____

鉴于甲方需要实习生协助完成相关工作，乙方愿意在甲方单位进行实习，双方本着平等自愿、协商一致的原则，达成如下实习协议：

Whereas Party A requires internship assistance for its work and Party B wishes to undertake an internship with Party A, the parties, on the principles of equality, free will and consensus through consultation, hereby enter into this Internship Agreement (the "Agreement").

第一条 协议目的及范围

1.1 本协议旨在明确甲乙双方在实习期间的权利和义务，确保工作的顺利进行。

1.2 本协议适用于乙方在甲方单位从事的 _____ 岗位实习活动。

Article 1 Purpose and Scope. 1.1 This Agreement sets out the rights and obligations of the parties during the internship so as to ensure the smooth conduct of the work. 1.2 It applies to Party B's internship activities in the _____ position with Party A.

第二条 实习内容与地点

2.1 乙方将根据甲方的要求，通过远程或现场方式完成分配给乙方的工作任务，并按时提交相应成果；甲方支付给乙方相应劳动报酬。

2.2 实习地点：乙方可以根据自身的需求和条件，在甲方指定的地点或远程进行工作，但应保证工作环境符合相关法律法规的要求，确保工作效率和质量。乙方远程工作时，由于工作环境的潜在风险而导致的工作损伤，甲方不对此负有责任；线下工作时，甲方对工作环境风险负有相应责任。

Article 2 Content and Place of Work. 2.1 Party B shall, as required by Party A, complete the tasks assigned remotely or on site and submit the corresponding deliverables on time; Party A shall pay Party

B the corresponding remuneration. 2.2 Place of work: Party B may work at a place designated by Party A or remotely according to its own needs and conditions, but shall ensure that the working environment complies with the applicable laws and regulations and that efficiency and quality are maintained. Where Party B works remotely, Party A bears no responsibility for work-related injury arising from potential risks of that working environment; where Party B works on site, Party A bears the corresponding responsibility for working-environment risks.

第三条 实习时间和期限

3.1 实习时间由双方协商确定，乙方应遵守国家有关工作时间的规定，并根据实际工作需要合理安排工作时间。

3.2 实习期限为 ____，自 ____ 起至 ____ 止。若因乙方连续 ____ 天未有任何实际工作（一般判定标准为交付单个作品小于等于 ____ 个），则该月不计为有效实习月，实习期限相应顺延。

3.3 期满后，甲方为乙方出具实习证明；如有特殊项目，甲方为乙方出具项目证明。

Article 3 Working Time and Term. 3.1 The internship schedule is determined by consultation between the parties; Party B shall comply with the State's provisions on working time and arrange its working hours reasonably according to actual needs. 3.2 The internship term is _____, running from _____ to _____. If Party B performs no actual work for _____ consecutive days (the general test being delivery of no more than _____ items per piece), that month shall not count as a valid internship month and the term shall be extended accordingly. 3.3 On expiry, Party A shall issue an internship certificate to Party B; for specific projects, Party A shall issue a project certificate.

第四条 劳动报酬

4.1 乙方的劳动报酬根据其实际工作成果和甲方的薪酬制度确定，采用绩效薪酬模式。

4.2 甲方有权决定采用以下两种薪酬方式之一结算，乙方有权就结算方式提出意见并协商：

1. 按单稿买断方式获得提成，单稿买断金额为 ____ 元；
2. 按销售额的 ____ % 获得提成；按提成方式计薪的，提成额度上限为单稿买断的 ____ 倍。

4.3 实习期结束时停止计薪，包括提成制。

4.4 甲方将于每月 ____ 日前结算并支付乙方上个月的劳动报酬。

Article 4 Remuneration. 4.1 Party B's remuneration is determined by its actual deliverables and Party A's remuneration system, on a performance basis. 4.2 Party A may elect one of the following two settlement methods; Party B may comment on the method chosen and consult on settlement: (1) commission on a per-piece buy-out basis, the buy-out amount being RMB _____ per piece; (2) commission of _____% of sales, capped at _____ times the per-piece buy-out amount. 4.3 Remuneration, including any commission scheme, ceases at the end of the internship term. 4.4 Party A shall settle and pay Party B's remuneration for the preceding month before the _____ day of each month.

第五条 社会保险和福利

5.1 鉴于乙方为在校实习生，甲方不负责为乙方缴纳社会保险。

5.2 甲方可根据实际情况为乙方提供额外的商业保险或其他福利。

Article 5 Social Insurance and Benefits. 5.1 As Party B is a student intern, Party A is not responsible for paying Party B's social insurance contributions. 5.2 Party A may, according to actual circumstances, provide Party B with additional commercial insurance or other benefits.

第六条 实习期间的权利和义务

6.1 甲方应为乙方提供必要的工作指导和培训。

6.2 乙方应遵守甲方的工作纪律和规章制度，保守甲方的商业秘密。

6.3 乙方在实习期间应保证学业的正常进行。

Article 6 Rights and Obligations during the Internship. 6.1 Party A shall provide Party B with necessary work guidance and training. 6.2 Party B shall observe Party A's work discipline and rules and regulations and keep Party A's trade secrets confidential. 6.3 Party B shall ensure that its studies proceed normally during the internship.

第七条 协议的变更、解除和终止

7.1 双方协商一致，方可变更本协议的相关内容；变更应采用书面形式。

7.2 如乙方违反甲方规章制度或不能胜任工作，甲方有权解除本协议。

7.3 实习期满或双方约定的解除条件成就，本协议终止。

Article 7 Amendment, Termination and Expiry. 7.1 Relevant content of this Agreement may be amended only upon consensus through consultation, and any amendment shall be in writing. 7.2 Party A may terminate this Agreement where Party B violates Party A's rules and regulations or is incompetent for the work. 7.3 This Agreement ends on expiry of the internship term or when an agreed ground for termination arises.

第八条 著作权

8.1 乙方在甲方实习时应甲方工作要求所创作的职务作品，著作署名权归属乙方，著作权的其他权利归甲方所有。

Article 8 Copyright. 8.1 For works created by Party B in the course of the internship at Party A's request, the right of authorship (attribution) vests in Party B and the other copyright interests vest in Party A.

第九条 其他事项

9.1 本协议未尽事宜，双方可另行协商解决。

9.2 本协议一式两份，甲乙双方各执一份，自双方签字盖章之日起生效。

9.3 本协议以中文与英文两种文字书就，条款编号一一对应。_____。

Article 9 Miscellaneous. 9.1 Matters not covered by this Agreement may be settled by further consultation between the parties. 9.2 This Agreement is made in two originals, one held by each party, and takes effect on the date of signature and seal by both parties. 9.3 This Agreement is drawn up in Chinese and English with article numbering corresponding one to one. _____.

甲方（盖章）：_____

乙方（签字）：_____

法定代表人（签字）：_____

日期：____年__月__日

日期：____年__月__日