

知识产权及保密专项约定	Intellectual Property and Confidentiality Agreement
聘用方（简称甲方）：	The Employer
法定地址：	Registered Address: _____
签约代表：	Signature: _____
受聘方（简称乙方）：	The Employee
姓名：	Name: _____
性别：	Male,          Female
联系方式：	Tel: _____
出生日期：          年      月      日	Date of Birth: _____
身份证号：	ID Number: _____
家庭住址：	Home Address: _____
鉴于：甲方已聘用乙方为其员工；	WHEREAS the Employer has employed the Employee;
甲方及其所属机构经营的特殊性需对其知识产权及商业秘密加以特殊的保护；	WHEREAS the Employer possesses certain intellectual property and confidential information for which, necessitated by the nature of its business, the Employer desires special protection;
以及知识产权法律关系和劳动法律关系的联系与区别。	WHEREAS both parties acknowledge their rights and obligations stipulated in the Intellectual Property Law of People's Republic of China and the Labor Law of People's Republic of China.
甲、乙双方特签署本约定，以期增强双方知识产权及商业秘密的保护意识，明确双方权利义务。	NOW THEREFORE, for the purpose of mutual understanding of intellectual property and confidential information protection and the respective rights and obligations of the parties, the Employer and the Employee hereto hereby agree as follows:
甲方拥有的知识产权包括：	Intellectual property rights owned by the Employer include the following:
体现甲方意志，由甲方主持，组织员工或委托他人或与他人合作，设计、创作、拍摄、改编、翻译、注释、整理形成的以各种载体为表现形式的完成和未完成的工作产品、文件、出版物、教材、教学手册、资料、课程方案、课程表、程序、教案、图纸、教学片、幻灯片等智力创造成果甲方为该智力创造成果的权利人（包括知识产权、所有权等一切权利）；	Of documents, publications, textbooks, drawings, computer programs, course plans, lesson plans, class schedules, teaching videos, PowerPoint slides and other intellectual inventions, in whatever forms, either finished or not, that the Employer intends and presides to be produced either by its employees, or as assignments to or in cooperation with any other party/parties, by means of design, creation, photography, adaptation, translation, annotation or collation, the Employer is the owner of all rights (including ownership and intellectual property rights );
甲方员工为完成甲方任务所创作的职务作品，甲方为著作权人，员工享有署名权；	Of works achieved by the Employee as a result of the Employee's professional duty, the Employer is the owner of the copyrights, though the Employee is entitled the authorship;
其他由甲方主持，代表甲方意志创作，并由甲方承担责任的产品及作品，甲方为著作权人；	Of products and works that the Employer intends and presides to be created and is accountable for, the Employer is the owner of the copyrights;
甲方员工为执行甲方的工作任务或者利用甲方的物质技术条件完成的发明创造，甲方为专利申请权利人；申请被批准后，甲方为专利权人；	Of creations and innovations made by the Employees either as a result of the Employee's professional duty or involving any use of the Employer's resources or

	technologies, the Employer is the applicant of any patent, and, if the patent is granted, the owner of the patent;
甲方委托他人或与他人合作完成的发明创造, 甲方为相应的权利人;	Of creations and innovations made as assignments to or in cooperation with any other party/parties, the Employer is the owner of all rights;
甲方拥有的商标、标识及其他营业形象标识, 甲方为商标、标识的权利人;	Of trademarks, logos and other business images owned by the Employer, the Employer is the owner of the intellectual property rights;
甲方及甲方所属集团各机构拥有的包括著作权、专利权、商标权在内的其他知识产权及经营技术资产。	Other intellectual property rights including copyrights, patent rights and trademark rights and other intangible assets owned by the Employer or any organization of the company it belongs to.
甲方的商业秘密包括:	Confidential information of the Employer includes the following:
有关甲方经营状况: 包括但不限于甲方及甲方所属集团各机构投资前研究报告、可行性研究报告; 与客户、合作伙伴的意向、合同、协议、章程等法律文件、商业文件的内容; 谈判方案、内容、会议会谈纪要、决议; 业务渠道、供货来源、销售渠道、客户名单、中介单位; 产品成本、交易价格、利润率; 销售策略、方案; 招生计划、价格策略、课程设计; 为客户制作的策划方案、咨询服务工作成果、设计方案等;	Those concerning the Employer's operation, including but not limited to 1) investment analysis reports and feasibility study reports, 2) legal documents and business documents such as contracts, agreements, by-laws and letters of intent between the Employer and its clients or business partners, 3) negotiation plans, negotiation content, summaries of meetings and conferences, resolutions, 4) market resources, sales channels, resources vendors, clients and business agencies, 5) product costs, prices, profit margins, 6) sales strategies, sales plans, 7) enrolment plans, pricing strategies, curriculum designs, 8) plans, designs and counseling services for clients of the Employer or any organization of the company it belongs to;
有关甲方的财务状况: 包括但不限于甲方及甲方所属集团各机构财务帐簿、报表; 工资、奖金、福利分配方案及数额; 公司的盈亏状况; 银行帐号及存款; 有形资产、无形资产价值等;	Those concerning the Employer's finance, including but not limited to 1) financial accounts, financial statements, 2) plans and amounts of salaries, bonuses and welfare, 3) profits and losses, 4) bank accounts and the deposits thereof, 5) tangible assets and intangible assets of the Employer or any organization of the company it belongs to;
有关甲方的人事状况: 包括但不限于甲方及甲方所属集团各机构人员档案资料; 公司内部重大人事变动; 股东、董事会成员及高级雇员的个人信息及招聘裁员计划;	Those concerning the Employer's human resources, including but not limited to 1) employees' files, 2) significant human resources changes, 3) personal information of shareholders, board members and senior officers, and recruitment and dismissal plans of the Employer or any organization of the company it belongs to;
有关甲方的重大决策与行动计划: 包括但不限于甲方及甲方所属集团各机构投资计划、投资标的、收购、兼并、合并、清算、破产、分立计划; 对外合作及合作对象的情况; 已经或正在开发的项目、课题; 准备进行的诉讼、仲裁行动; 或未公开审理的诉讼、仲裁; 企业形象设计, 广告计划、活动安排;	Those concerning the Employer's strategical decisions and actions, including but not limited to 1) investment plans, investment projects, and plans of mergers, acquisitions, divisions, liquidations and bankruptcies, 2) business partnerships and information about business partners, 3) projects and researches developed or being developed, 4) lawsuits and arbitration at hand, 5) lawsuits

	and arbitration heard in camera, 6) VI designs, advertising plans and event schedules of the Employer or any organization of the company it belongs to;
有关甲方的技术状况：包括但不限于甲方及甲方所属集团各机构拥有的技术图纸、技术数据、技术资料、技术指标、技术参数、产品标准、测试报告、操作部署、操作程序、适用条件、专有方法、专有技术、技术诀窍、软件程序源代码及注解、研发方案、开发计划等；	Those concerning the Employer's technical realities, including but not limited to 1) technical drawings, technical data, technical documents, technical standards, technical parameters, technical indexes, product standards, test reports, system configurations, procedures, applicable conditions, know-how, technologies, techniques, software source code and comments, and research and development plans of the Employer or any organization of the company it belongs to;
有关甲方的知识产权：包括但不限于甲方及甲方所属集团各机构享有知识产权的教材、教学手册、资料、课程方案、教案、图纸、教学片、幻灯片等作品；管理方法、管理制度、管理诀窍以及其他经营技术资产等；	Those concerning the Employer's intellectual property, including but not limited to 1) textbooks, course plans, lesson plans, drawings, teaching videos, PowerPoint slides and other materials and works of the Employer or any organization of the company it belongs to that have the nature of intellectual property, and 2) methods, regulations and knacks of management of the Employer or any organization of the company it belongs to that have the nature of intellectual property;
其他甲方尚未公开并采取保密措施的商业秘密。	Other information that the Employer has not disclosed and intends to protect from disclosure.
知识产权保护：	Intellectual Property Protection
乙方保证在甲方工作期间使用的信息、技术均与前受聘单位无关，乙方承担甲方交付的任何工作或任务，均不会侵犯包括前受聘单位在内的任一第三方的知识产权。	The Employee warrants that, while working for the Employer, he/she does not use any information or technologies in any way related to his/her former employment, and that his/her undertaking of the Employer's tasks or assignments does not in any way infringe any intellectual property of any third party including the Employee's former employer.
乙方未经甲方许可，不得采用复制、发表、剽窃、歪曲、篡改、改编、翻译、注释、展览、演示、摄制、放映、汇编、传播、出租、出售等行为，侵犯甲方及甲方所属集团各机构的著作权；	Unless authorized by the Employer to do so, the Employee shall not challenge any copyright ownership of the Employer or any organization of the company it belongs to, by any means including duplication, publication, plagiarism, misinterpretation, tampering, adaptation, translations, annotation, exhibition, demonstration, photography, screening, compilation, spreading, renting and selling.
乙方未经甲方许可，不得将属于甲方及甲方所属集团各机构所有或者使用的商标、名称、营业形象标识以自己或者其他人名义进行任何形式的注册；	Unless authorized by the Employer to do so, the Employee shall not in any way cause any trademark, title or other business image of the Employer or any organization of the company it belongs to to be registered under Employee's own name or the name of any other person or entity.
乙方不得从事违反《中华人民共和国著作权法》、《中华人民共和国专利权法》、《中华人民共和国商标权法》等法律、法规规定的其他侵犯甲方知识产权的行为。	The Employee shall not engage in any act that is an infringement of the Employer's intellectual property according to The Copyright Law of the People's Republic of China, The Patent Law of the People's Republic of

	China, The Trademark Law of the People's Republic of China or any other relevant legal document.
商业秘密保护	Confidential Information Protection
乙方保证在甲方工作期间使用的信息、技术均与前受聘单位无关，乙方承担甲方交付的任何工作或任务，均不会侵犯包括前受聘单位在内的任意第三方的商业秘密。	The Employee warrants that, while working for the Employer, he/she does not use any information or technologies in any way related to his/her former employment, and that his/her undertaking of the Employer's tasks or assignments does not in any way infringe the confidential nature of any information of any third party including the Employee's former employer.
除非事先得到甲方的批准或因乙方为甲方从事工作所必须披露者外，或有关商业秘密已由其他途径（不包括由乙方所导致或乙方允许披露的情况下）进入公众领域外，乙方自为甲方工作之日起，及至日后的任何时间（包括聘用合同终止或解除以后）都应当遵守下列规定：	Unless any disclosure is authorized by the Employer, or is necessitated by the successful discharge of Employee's professional duty, or has already occurred in any way other than by the Employees' action or consent, the Employee shall safeguard the Employer's confidential information against any disclosure by observing the following from the first day of his employment with the Employer to all time thereafter including after the termination or expiration of the contract of the aforesaid employment.
乙方负有遵守甲方保密制度，保守甲方商业秘密的义务。非经甲方许可不得将在甲方工作期间所了解和掌握的商业秘密提供、泄露给任何第三方，无论这种提供和泄露是有偿的还是无偿的，亦无论是故意或过失；	The Employee is bound by obligations to comply with the Employer's confidentiality policy and protect the Employer's confidential information. Unless authorized by the Employer to do so, the Employee shall not provide or disclosed to any other person or entity any confidential information he/she has learned or acquired from the Employer during the employment term, whether paid or unpaid, whether or not on purpose.
乙方除应对其自己因工作需要掌握的甲方之商业秘密负严格保密之责任外，还应采取合理之必要保护措施，防止第三人从乙方处获取其所负责保管或接触的保密资料；	The Employee is responsible for the confidentiality of all confidential information of the Employer that he/she requires for the successful discharge of professional duty. In addition, the Employee must take any and all necessary and reasonable measures to prevent the access of any other person or entity to the Employer's confidential information in the Employee's custody or use.
乙方不得为自己或他人之利益（包括但不限于经济利益）披露、使用、利用或允许他人披露、使用、利用甲方的商业秘密；	The Employee shall not disclose, use or apply or allow any other person or entity to disclose, use or apply any confidential information of the Employer, either for the economic interest or other interests of the Employee or for those of any other person or entity.
乙方不得违反甲方关于保密的规定，取得或接触按其级别和职权不应当取得或接触的商业秘密；	The Employee shall not acquire or access any confidential information the acquisition or access of which does not benefit his/her rank or authority.
乙方不得在与具体业务参与无关人员在场的情况下，公开讨论任何涉及商业秘密的话题；	The Employee shall not engage in any conversation related to any confidential information in the presence of any person irrelevant to the pertaining business affair.
除经甲方同意，乙方不得将甲方商业秘密带离工作场所或传送至工作场所以外，任何时候未经批准，不得删除计算机系统内的商业秘密信息、程序；	Unless authorized by the Employer to do so, the Employee shall not bring or send any confidential information of the Employer outside the workplace, or

	delete any confidential information or programme in the Employer's computer systems.
乙方确认，乙方因甲方工作安排或为完成甲方的工作任务所掌握的全部商业秘密、已完成的研发成果和尚未完成的研发工作成果、所形成的专利技术、专有技术、技术诀窍、所发展的业务渠道、所开发的客户资源、所建立的商业信誉等，都属于甲方的知识产权和/或经营技术资产，乙方并不因为其曾为此付出了劳动而享有所有、占有、转让、披露以及利用其为自己谋取利益的权利。	The Employee acknowledges and agrees that the Employer is the owner of all intellectual property and/or intangible assets that the Employee acquires for any work arrangement made by the Employer or the successful discharge of his/her professional duty, including all confidential information, inventions made in whole or in part, patentable technologies, other technologies, techniques, business niches, customer resources and business reputation, and that the Employee is not entitled to the ownership, possession, transfer and disclosure of such property and/or assets, or its exploitation for profit, despite his/her labor thereof.
甲方鼓励严格遵守保密制度，鼓励主动防止和制止泄密、窃密行为，鼓励举报泄密、窃密行为等。	The Employer urges the Employee to strictly comply with its confidentiality policy, and prevent, stop or report on any unauthorized disclosure or theft of the confidential information.
本协议之规定不妨碍甲方受其他相关法律、法规有关商业秘密、商标、专利、著作权等有关知识产权法律之保护。	No term of this Agreement shall in any way limit the legal rights of the Employer recognized by any laws or regulations on confidential information, trademark, patent, copyright and other intellectual property rights.
乙方保守甲方知识产权及商业秘密的义务，不因乙方调整工作岗位、聘用合同及本协议的解除或者终止而解除。	The Employee's obligations to safeguard the Employer's intellectual property and confidential information does not terminate at the termination or expiration of the employment or any change to the Employee's position.
乙方在受聘期内编制的、使用或持有的、与甲方业务有关的任何文件（包括但不限于所有往来书信、客户名单、笔记、备忘录、计划、图纸、时间表、课程表及其他信息）、模具、设备或样本均属于甲方所有。乙方须在甲方的要求下（要求可以书面方式作出，也可以口头形式作出）在任何时候及在任职期完结时将上述文件（包括正本与副本）、模具、设备和样本交还甲方，乙方不得保留上述文件的任何原件及复制文件。	The Employer owns all documents (including but not limited to letters, lists of customers, notes, memos, plans, drawings, timetables and class schedules), models, devices and samples created, used or held by the Employee during the employment term. Also, the Employee must return the above-mentioned documents (including originals and any copies), models, devices and samples to the Employer, at the termination of the employment and, if required by the Employer (verbally or in writing), anytime during the employment term. The Employee shall not keep any originals or copies of the above-mentioned documents.
上述保密义务作为员工的忠诚义务的重要体现，由于甲方已经支付员工工资、奖金等劳动报酬，不以任何额外报酬支付为代价。员工离职后承担的商业秘密保护义务，不以得到任何额外补偿为条件。	The foregoing obligations are an important part of the Employee's honesty and work ethics, for which no extra payment will be made apart from the Employee's salary, bonus and other benefits. After the employment terminates, the Employee shall continue to be bound by obligations to protect the Employer's confidential information, but shall receive no payment for this.
正常使用：	Normal Use
乙方为甲方利益或者应甲方要求或者经过甲方许可或者经过甲方授权使用其知识产权的；	The Employee utilizes the Employer's intellectual property for the interests of the Employer, or at the requisition or with the agreement of the Employer.

乙方应甲方要求或者经甲方许可或者经甲方授权使用或披露其商业秘密；应有关政府机关依合法程序的行政要求、司法或仲裁部门经合法程序的司法或仲裁要求，了解甲方商业秘密的，但应当事先通知甲方；	The Employee utilizes or discloses the Employer's confidential information at the requisition or with the agreement or authorization of the Employer. The Employee discloses the Employer's confidential information for any administrative, judiciary or arbitrary requirements of the government with legal procedures, in which case, however, the Employee must provide the Employer with prior notice.
即使在以上情况下，乙方亦应尽到谨慎的义务，通过必要的程序，妥善使用其知识产权或使用、披露其商业秘密。	Even in the foregoing circumstances, the Employee must utilize the Employer's intellectual property and utilize or disclose its confidential information only with the largest degree of caution and all necessary procedures.
诚信义务之规定	Duty of Good Faith
乙方同意，除非已获甲方允许，将不会直接或间接违反下列规定：	The Employee acknowledges and agrees that, unless authorized by the Employer to do so, he/she shall not act in any way against the following.
乙方在甲方任职期间，不得利用甲方的工作条件、业务资料、信息、设施和渠道，为自己或其他任何单位和个人工作，从事、开展、进行与甲方相竞争的活动，无论是有偿的还是无偿的。不得将甲方的业务私自截留、承揽或介绍给他人从事、经营。	At no time during the term of the employment shall the Employee start or join in any activity that is competitive with the Employer's business or work for any other person or entity which competes with the Employer's business, paid or unpaid, by exploiting any working resources, business materials, information, facilities or market resources of the Employer. The Employee shall not circumvent the Employer to intercept or contract any transactions of the Employer, or introduce these transactions to any other person or entity.
乙方在甲方任职期间，不得在与甲方存在竞争关系的（竞争关系不仅体现为同一商业目标开展竞争、竞赛，也体现为因甲方具有技术、商业、拓展等某方面的优势而吸引其他方与甲方开展合作）企业、组织、机构内任职、兼职、提供顾问咨询，亦不得自行组织公司、工厂或其他实体，与甲方竞争。	At no time during the term of the employment shall the Employee work full time or part time or provide counseling for any other company, organization or institution in any competitive relationship (competitive relationships include not only any competition or contest for the same business objective, but also any cooperation with the Employer another person or entity obtains for exploiting any technical, commercial or marketing advantages of the Employer) with the Employer's business. Nor shall the Employee at any time during the the employment term start any company, factory or any other entity which competes with the Employer's business.
乙方离职后不得直接或间接地以本人或任何其他个人或实体的名义采取私自招揽、雇佣、怂恿、诱导、胁迫或其他不正当手段要求甲方的任何员工、董事、顾问、或中介机构终止与甲方的服务或雇佣协议或接触、取得甲方商业秘密；不得采取任何手段劝说、诱使、欺骗、胁迫等不正当手段抢夺甲方的客户、学生生源等	After the termination of the employment, the Employee shall not induce any employee, board member, counselor or vendor to terminate their employment with or service to the Employer, or induce them to access or acquire any confidential information of the Employer, by means of wooing, hire, incitement, solicitation, threat or any other dishonest means, direct or indirect, in the Employee's own name or in the name of any other person or entity. Nor shall the Employee contend for the Employer's resources of clients or students by means of persuasion,

	solicitation, deceit, threat or any other dishonest means.
甲方可以视情况需要与乙方另行约定竞业限制条款，以对本合同解除或终止后乙方须履行的竞业限制义务作出约定。本条提及的竞业限制是指乙方在离职后未经甲方书面同意，不得直接或间接地参与或受聘于任何与甲方存在现有或潜在竞争关系的客户或竞争对手的任何业务经营，或者为其提供顾问咨询，也不得自己生产或经营与甲方同类的产品、从事经营与甲方同类的业务。作为对乙方牺牲一定程度择业自由的补偿，甲方应支付竞业限制补偿金。竞业限制补偿金的数额及支付方式、竞业限制的地域范围、竞业限制的期限、违约责任等由甲乙双方在《职务通知书》中确定。	The Employer, in its discretion, is entitled to enter into a separate non-compete clause (NCC) with the Employee clarifying the Employee's non-compete obligations after the termination or expiration of this Agreement. "Non-compete obligations" here refers to the Employee's obligations after the termination of the employment not to engage with any person or entity including any client of the Employer with existing or potential competitive relationships with the Employer, or engage in any business activity of any such person or entity, or provide it with counseling service, or manufacture or transact any products similar to the Employer's or run any business similar to the Employer's, in direct or indirect ways, unless a prior written authorization by the Employer is obtained. In consideration of the Employee's limited choices of future career, the Employer agrees to pay a certain amount of compensation for the Employee's compliance with the non-compete obligations. The amount of the compensation, along with the geographic area and time period of the non-compete obligations, and the liabilities in case of a breach, shall be set forth in an "Employment Notice" between the Employer and the Employee.
乙方在任职期和/或聘用合同履行期内，（若有）有义务披露其在其他任何企业、组织、机构的任职情况，包括但不限于该企业名称、地址，乙方担任职务及薪资情况。	6.2 During the Employee's employment term and/or contract term, it is an obligation of the Employee to disclose all information of his/her former employment (if any) in any company, organization or institution, including but not limited to its title, address, and the Employee's position and salary therein.
法律责任	Legal Liabilities
乙方若违反本协议约定以及甲方制定的关于知识产权保护、保密方面管理制度规定的，应承担相应的法律责任。	The Employee is legally liable for any breach of this Agreement or any policies of the Employer on intellectual property or confidential information protection.
甲方对乙方违反本协议任何一项约定义务的行为，有权采取如下措施：	If the Employee breaches any term of this Agreement, the Employer is entitled to take any of the following measures.
内部行政处理：包括但不限于给予经济处罚、通报批评、调离工作岗位、记过、开除等，前述各项措施可以单独使用，也可以多项共同使用，甲方可将处分决定记入员工个人档案，同时亦可要求乙方赔偿经济损失；	Company administrative penalties. These include but are not limited to fines, notice for public knowing, work transfer, demerit recording and dismissal. These penalties may be invoked alone or in combination. The Employer may record the penalties in the Employee's personal file, and/or demand financial compensation from the Employee.
对乙方提起违约或侵权仲裁和/或诉讼：无论是否解除劳动合同关系，甲方都有权依法以违约或侵权为由，对乙方提起劳动仲裁和/或民事诉讼，要求其承担相应的民事责任；	Arbitration and civil proceedings. Whether or not the employment is terminated, the Employee's violation of this Agreement or infringement of the Employer's legal rights shall entitle the Employer to file an arbitration and/or a civil proceeding for the discharge of the

	Employee's legal liabilities;
通过司法机关追究乙方刑事责任；	Criminal proceedings.
上述措施可以单独使用、亦可以共同使用。	The foregoing measures may be taken alone or in combination.
若乙方违反本协议及甲方管理制度中有关保密义务规定的，应按下列原则或者标准承担责任：	If the Employee breaches this Agreement or any policies of the Employer on confidential information protection, the Employee shall bear liabilities according to the following terms and standards.
属于《劳动合同法》第三十九条第（二）款“严重违反用人单位的规章制度的”行为包括：	According to Paragraph 2 of Article 39 of Labour Contract Law of the People's Republic of China, if the Employee “materially breaches the policies or regulations of the Employer”, including:
只要乙方行为涉及商业秘密的金额或者价值（包括但不限于标的、价值、数额、投资额、预期利益、为形成成果的投入等）在人民币 5 万元以上（包括本数）的；	the sum or value (including but not limited to projects, values, cash amounts, invested amounts, prospective interests, and project investments) of any confidential information of the Employer affected by any act of the Employee reaches 50,000 RMB or above;
乙方行为涉及商业秘密的金额或者价值虽未达到人民币 5 万元但是以获利为目的的（获利包括但不限于经济利益）；	the Employee engages in any act that affects any confidential information of the Employer, and, though the sum or value of such confidential information does not reach 50,000 RMB, the aforesaid act is driven by profit (including but not limited to financial profit);
乙方从事违反本协议第 6.1.1、6.1.2 条诚信义务规定的行为的；	the Employee engages in any act that breaches his/her duty of good faith as set out in Paragraph 6.1.1 and Paragraph 6.2.2,
若乙方从事上述行为，则甲方可按《劳动合同法》第三十九条之规定随时解除（包括以辞退、开除为表现形式的行政处罚措施）聘用合同，；若乙方行为给甲方造成损失（包括直接损失和间接损失，且损失不仅包括与泄密有关的损失，也包括对本职工作造成直接影响的损失）的，乙方应向甲方赔偿全部相关损失，以所涉及商业秘密的金额、价值或乙方所获得的利益为计算依据，并应承担甲方维权的合理开支。。	then, the Employer is entitled to terminate its labor contract (including any company administrative penalty in the manner of dismissal or expulsion) with the Employee immediately or anytime hereafter. In addition, if the breach has caused any damage (including direct damage and consequential damage, damage caused by disclosure of confidential information and damage caused by any disruption of the Employee's work) to the Employer, such damage shall be compensated for by the Employee (the compensation shall be calculated according to the sum or value of the confidential information affected, or the profit the Employee has made by such a breach ), and any expenses of the Employer for invoking legal methods for legal rights protection shall be borne by the Employee.
属于《劳动合同法》第三十九条第（三）款“严重失职，营私舞弊，给用人单位造成重大损害的”行为包括：	According to Paragraph 3 of Article 39 of Labour Contract Law of the People's Republic of China, if the Employee “commits serious dereliction of duty or practices graft , causing substantial damage to the Employer”, including:
乙方违约和/或违规行为给甲方造成损失（包括直接损失和间接损失，且损失不仅包括与泄密有关的损失，也包括对本职工作造成直接影响的损失）在人民币 5 万元以上（包括本数）的；	The damage the Employer suffers owing to any breach and/or violation of the Employee (including direct damage and consequential damage, damage caused by disclosure of confidential information and damage caused



	by any disruption of the Employee's work) reaches 50,000 RMB or above;
乙方违约和/或违规行为给甲方造成损失（包括直接损失和间接损失，且损失不仅包括与泄密有关的损失，也包括对本职工作造成直接影响的损失）虽未达到人民币5万元但是以获利为目的或者实际获利的（获利包括但不限于经济利益）；	Any breach and/or violation of the Employee causes damage (including direct damage and consequential damage, damage caused by disclosure of confidential information and damage caused by any disruption of the Employee's work) to the Employer, and, though the damage does not reach 50,000 RMB, the aforesaid breach and/or violation is profit-driven or has in reality yielded profit (including but not limited to financial profit),
若有上述情况出现的，则甲方可按《劳动合同法》第三十九条之规定随时解除（包括以辞退、开除为表现形式的行政处分）聘用合同，；若乙方行为给甲方造成损失（包括直接损失和间接损失，且损失不仅包括与泄密有关的损失，也包括对本职工作造成直接影响的损失）的，乙方应向甲方赔偿全部相关损失。	then, the Employer is entitled to terminate its labor contract (including any company administrative penalty in the manner of dismissal or expulsion) with the Employee immediately or anytime hereafter. In addition, if the breach has caused any damage (including direct damage and consequential damage, damage caused by disclosure of confidential information and damage caused by any disruption of the Employee's work) to the Employer, such damage shall be compensated for by the Employee.
若乙方违反本协议第 6.1.3 条约定的诚信义务，乙方应向甲方赔偿全部相关损失。	If the Employee engages in any act that breaches his/her duty of good faith as set out in Paragraph 6.1.3, the Employee shall compensate the Employer for all losses it suffers thereof.
若乙方适用第 6.1.4 条约定的竞业限制条款，乙方违反竞业限制条款约定义务的，应当向甲方退还已领取的竞业限制补偿金，并向甲方支付等于其一年的薪金的违约金；若违约金不足以弥补乙方行为给甲方造成损失（包括直接损失和间接损失）的，乙方应当继续承担损失赔偿责任。	If the Employee breaches any non-compete obligations set out in the non-compete clause (if applicable) as agreed upon in Paragraph 6.1.4, the Employee shall return all NCC compensation he/she has received from the Employer, and shall further pay the Employer liquidated damages which amounts to a year's salary of the Employee. If the liquidated damages are insufficient to cover the losses (including direct losses and consequential losses) the Employer suffers owing to the Employee's breach, the Employee shall continue to reimburse the Employer until the full amount of the losses is covered.
因乙方违约或侵权致使甲方因商业秘密丧失而产生损失的，损失的数额无法计算或难以计算时，甲方有权要求乙方支付等于其一年的薪金的最低赔偿金额，赔偿金不足以弥补乙方行为给甲方造成的损失，乙方应当继续承担损失赔偿责任或者以乙方行为给甲方造成的损失额为计算依据或者以乙方因此获得的利益为损失赔偿计算依据。前述三种赔偿依据的选择权在甲方。	If the losses caused by disclosure of any confidential information of the Employer owing to any breach or infringement by the Employee are inestimable or difficult to estimate, the Employer is entitled to demand the Employee to pay a minimum compensation amounting to a year's salary of the Employee. If such a minimum compensation is insufficient to cover the losses caused by the Employee's breach or infringement, the Employee shall continue to reimburse the Employer until the full amount of the losses is covered, or, the Employee shall pay the Employer the full amount of the profit earned by such a breach or infringement. The Employer is entitled to any of the three above-mentioned compensation methods.
若乙方违反本协议及甲方管理制度中关于知识产权保护义务规定，侵害甲方知识产权权益的，乙方应当立即	If the Employee breaches this Agreement or any policies of the Employer on intellectual property protection,

<p>停止侵权行为、消除影响并应向甲方支付等于乙方一年的薪金的违约金或者支付以乙方行为给甲方造成的损失额为基数的双倍数额或者支付以乙方获得的利益为基数的双倍数额。前述三种赔偿方式的选择权在甲方。乙方侵害甲方知识产权权益行为的“严重性”以及损害结果的“重大性”标准和情节，参照本协议第 7.3.1 条和 7.3.2 条相关约定。若乙方违反知识产权保护义务，甲方可参照该标准依据《劳动合同法》第三十九条之规定随时解除（包括以辞退、开除为表现形式的行政处罚措施）聘用合同。</p>	<p>infringing the Employer's intellectual property rights, the Employee must immediately stop the infringement, forestall any further implications, and pay the Employer liquidated damages amounting to a year's salary of the Employee, or twice the losses suffered by the Employer owing to the Employee's breach, or twice the profit made by the Employee owing to the breach. The Employer is entitled to any of the three above-mentioned compensation methods. The "severity" of the Employee's violation and the "significance" of the consequences suffered by the Employer are described and categorized in Paragraph 7.3.1 and Paragraph 7.3.2 of this Agreement. According to Article 39 of Labour Contract Law of the People's Republic of China, if the Employee violates his/her obligations on the protection of the Employer's intellectual property, the Employer is entitled to terminate its labor contract (including any company administrative penalty in the manner of dismissal or expulsion) with the Employee immediately or anytime hereafter.</p>
<p>乙方保护甲方知识产权的义务以及保密义务不因乙方接受甲方处罚或者对甲方进行赔偿或者聘用合同解除或终止而解除；聘用合同的终止或解除，不影响甲方向乙方主张违约金、损失赔偿的权利。</p>	<p>The Employee's obligations to protect the Employer's intellectual property and confidential information do not terminate at the termination of his/her labor contract with the Employer and in spite of any penalties the Employee has received and any compensation he/she has made. And the Employer's entitlement to any liquidated damages and/or compensation in case of any violation of the Employee does not terminate at the termination or expiration of the aforesaid contract.</p>
<p>乙方根据本协议之约定承担的赔偿责任可以积累，不因乙方已承担了一项赔偿责任而免除其其他应当承担的赔偿责任。</p>	<p>The Employee's liabilities agreed upon in this Agreement are cumulative; the discharge of any such liability does not exempt the Employee from the other liabilities he/she bears.</p>
<p>其他</p>	<p>Other Acknowledgments</p>
<p>甲方知识产权及商业秘密的合理使用范围、方式及程序由甲方在相应的管理制度中规定。乙方同意根据甲方的要求在所有有必要的承认、保护和转移甲方知识产权或商业秘密的文件、注册证书上签字。</p>	<p>The extent, methods and procedures of proper use of the Employer's intellectual property and confidential information are stipulated in the policies of the Employer pertaining to the topics. The Employee agrees to sign on all documents and certificates necessary for the his/her acknowledgment, protection and transfer of all intellectual property and confidential information of the Employer.</p>
<p>本《知识产权及保密专项约定》，一经甲、乙双方签署即发生法律效力，并成为甲、乙双方签订的《聘用合同》的一部分。甲、乙双方经协商一致后，可以对本协议进行变更或者作出进一步的约定，变更及进一步约定须采取书面形式进行。</p>	<p>This "Intellectual Property and Confidentiality Agreement" takes effect immediately upon signatures of both parties, and constitutes part of the "Contract of Employment" between them. No amendment or addition to any provision of this Agreement shall be binding unless made in writing and executed with the agreement of both parties.</p>
<p>《聘用合同》、本协议及相关管理制度中一条或数条条</p>	<p>If any provision in the "Contract of Employment",</p>

款无效、被撤销、不合法或不可执行，本协议其余条款的有效性、合法性、可执行性或履行性将不会因此受到任何影响。	this Agreement, or any relevant policy of the Employer is void, <span style="float: right;">revoked,</span> unlawful or unenforceable, such a fact shall not affect the validity, <span style="float: right;">legality</span> and enforceability of any other provision in this Agreement.
本协议对“条款”及“附件”的提及即对聘用合同、本协议内的条款提及。条款的标题及本合同的索引只为方便参考之用，而不应影响在本协议内的解释。在本协议内，单数词语包括众数词语，相反亦然；具有性别或中性的词语包括任何性别；而对人士的提及包括法人团体或非法人团体。在本协议内对法定条文的提及包括被修订或重新制定的条文及在给定条件下作出的任何附属法例。	In this Agreement, 1) a reference to a provision or annexure is a reference to the provisions in the “Contract of Employment” and this Agreement; 2) headings are for convenience only and do not affect the interpretation of this Agreement; 3) the singular includes the plural and vice versa; 4) a reference to a gender includes other genders; 5) the word “person” also includes corporate entities and non-corporate entities; 6) a reference to a statute, ordinance, code or other law also includes amendments, re- enactments, and any instruments under them with any precondition of applicability.
本合同适用中华人民共和国法律进行解释和调整。	This Agreement is interpreted and may be adjusted according to the laws of People’s Republic of China.
甲、乙双方因履行本协议而发生争议的，应尽量协商解决；协商不成时，任何一方可以根据中国法律、法规有关规定提起仲裁和/或诉讼。	As far as possible, for any dispute arising from the implementation of this Agreement, the parties should first engage in friendly negotiation for a solution. Failing this, either party may file an arbitration and/or a lawsuit according to relevant laws and regulations of People’s Republic of China.
本协议一式两份，甲、乙双方各执一份，经甲方签约代表与乙方签字后生效。甲方签约代表可以是甲方的法定代表人，也可以是经甲方授权的其他人。	There are two originals of this Agreement, either party holding one, and both enter into force upon signatures of both parties. Signer of the Employer may be its legal representative or any other person authorized by the Employer.
（本页无正文）	<b>【Remainder of page intentionally left blank】</b>
甲方：	The Employer
签约代表：	Signature: _____
日期：            年        月        日	Date: _____
乙方：	The Employee: _____
日期：            年        月        日	Date: _____