



## **2023 Climate Corps China Fellow Agreement**

Welcome to Climate Corps Class of 2023!

Environmental Defense Fund's (EDF) Climate Corps is the premier summer fellowship program for corporate sustainability. Since 2008 we have placed over 1,500 fellows who have collectively identified over \$1.6 billion in energy savings across the U.S., China, and India. The Climate Corps network consists of over 2,500 alumni fellows and Host Organizations. Climate Corps' China program will be organized by EDF's Beijing Representative Office (EDF Beijing).

As a fellow of the Climate Corps China Program (the Program) you become part of a powerful network of energy and sustainability professionals. As such, your performance and behavior before, during, and after your fellowship reflect not only on yourself as a professional, but on EDF and the Climate Corps Network.

Participation in the Climate Corps China Program and inclusion in the Climate Corps Network is contingent upon adherence to the guidelines and requirements as outlined in this agreement, as well as any additional agreements between the fellow and the host organization.

Fellows who successfully complete their fellowship per the guidelines and requirements in this agreement will be included in the Climate Corps Network.

Failure, at any time before, during and after the fellowship, to meet the roles and responsibilities in this agreement may result in any or all of the following actions:

- EDF may exclude fellow from the Climate Corps Network
- EDF may remove fellow profile and public summary of project from the Climate Corps website
- Fellow may be considered ineligible for Fellowship Awards
- Fellow may not use Climate Corps as a reference for future employment opportunities
- EDF Beijing may terminate this agreement based on the fellow's unsatisfactory performance

**The following document outlines the roles and responsibilities of fellows as well as the benefits that Climate Corps provides before, during and after the fellowship.**

**Please review carefully and sign this document to acknowledge that you have read and understand this agreement.**

**Climate Corps China Fellows agree to the following roles and responsibilities:**

The terms of the Climate Corps China Program in 2023 includes virtual training online, in-person training in China and the fellowship period at the host organization.

### Prior to the fellowship

- 1) Complete all necessary procedures with Host Organization prior to start date including (if required): background checks, drug screening, proof of work authorization, etc.
- 2) All fellows must have official approvals from their professors and schools to participate in the program. Fellows will take full responsibility for their absence from school during the Term of the Program.
- 3) Fellows will take full responsibility if they fail to attend the training due to lack of approvals from school or personal reasons.
- 4) Complete all of the pre-training preparation, including but not limited to:
  - Submit your host-approved workplan, start and end dates, bio, and photo to EDF
  - Complete training pre-work as assigned by EDF
- 5) Attend the full Climate Corps China Fellow training in China in late May, including all onsite and online lecture sessions and events.
- 6) During the training in China, fellows are required to dress appropriately according to EDF on-site training dressing codes.
- 7) Fellows understand that EDF has the authority to terminate the training sessions or change the format of the training at its sole discretion, due to any extreme circumstances, such as natural disaster or public health concerns.

### During the fellowship

- 8) Adhere to all Host Organization HR policies and standards.
- 9) Always behave professionally. Fellows' behavior reflects not only on themselves, but also on EDF and Climate Corps. As such, EDF always expects all fellows to conduct themselves with the utmost professionalism during the fellowship.
- 10) Fellows are required to report to their Climate Corps Engagement Manager every week.
- 11) If Fellow needs to take any day off during the fellowship, they need to inform their direct supervisor at their Host Organization as well as their Climate Corps Engagement Manager in advance. They also need to work on extra days to match the days off to keep the fellowship period exactly 10 weeks long.
- 12) Coordinate kick-off, mid-point and end-of-engagement phone calls with EDF and Host Organization as requested by EDF Climate Corps program.
- 13) BEFORE the completion of the fellowship, provide all required work products and completed deliverables on time to Host Organization and EDF, including but not limited to:
  - Final report and all supplemental materials
  - Project database submission
  - Public summary of project (to be posted on Climate Corps' website)
  - Presentation to EDF to review the project findings and recommendations
- 14) Select fellows will also be asked to work with their host to complete the EDF Smart Energy Diagnostic and/or follow-up and collect data on past projects.
- 15) Present the project findings and recommendations to the fellow's direct supervisor, high-level sponsor, and any other staff at the organization at a date and in a form as mutually agreed.

### After the fellowship

- 16) Complete post-fellowship surveys as requested by EDF.

**Climate Corps China Program Fellows are provided the following benefits:**

- 1) An in-country training in China provided by EDF Beijing in late May 2023, as well as RMB 3,600 before tax transportation subsidy for training and onboarding purposes. Accommodation during China training will be covered by EDF Beijing.
- 2) Fellowship stipend of RMB 1,650/week before tax for 10 weeks paid monthly.
- 3) Housing subsidy of a total of RMB 7,200 before tax will be provided by EDF Beijing to fellows who will not work in their home cities (including the fellow's hometown or the city where the fellow's university is located) for the fellowship and will not be sponsored by Host Organization for housing, thus need temporary housing for 10 weeks. Housing subsidy will be paid by portion monthly.
- 4) Commute subsidy as a total of RMB 2,300 before tax will be provided by EDF Beijing to fellows who will work in their home cities (including the fellow's hometown or the city where the fellow's university is located) for the fellowship and will have long commute time (more than 60 minutes one way) to compensate the commute expenses. Housing subsidy will be paid by portion monthly.
- 5) Personal accident insurance for China fellow during the 10 weeks of fellowship will be covered by EDF Beijing.
- 6) Access to resources, fellow discussion forum, additional training and support. All fellows will be assigned an EDF engagement manager and a direct supervisor at the Host Organization. Fellows will be provided access to the Climate Corps resource database and invited to a summer webinar series.
- 7) Consideration for Climate Corps Fellowship Awards.
- 8) Inclusion in the Climate Corps Network, which includes, but not limited to:
  - a. Inclusion in the Climate Corps Connect and LinkedIn group
  - b. Invitations to Climate Corps online learning opportunities
  - c. Job postings from Climate Corps network

**Remedy**

If the fellow causes loss to the Host Organization, through his or her willful misconduct or negligence, and it is of no fault to the Host Organization, the Host Organization may seek damages from EDF. If the above situation occurs, EDF has the right to recover the damages from the fellow, which may include, but not limited to deducting all fellowship stipend. EDF has the right to recover the full amount of damage compensation from the fellow if the amount is more than the fellow's stipend and it has to be paid by EDF to the Host Organization. If the Host Organization believes that the fellow has violated its policy or rules, the Host Organization may request EDF to reassign the fellow to a different Host Organization. For the avoidance of doubt, EDF is under no obligation to place the fellow in a new Host Organization and EDF has the right to terminate this Fellowship Agreement with the returned fellow.

If EDF makes financial compensation to any third party for damages or losses caused by fellow's non-working hours behavior or by their personal actions during the working period, EDF has the right to recover the damages from the fellow, which may include, but not be limited to deducting all fellowship stipend. EDF has the right to recover the full amount of damage compensation from the fellow if the amount is more than the fellow's stipend and it has to be paid by EDF to the injured third party.

If the fellow is subjected to administrative or criminal penalties for his or her conduct, EDF has the right to terminate this Agreement, remove his or her profile and public summary of project from the Climate Corps website and exclude fellow from the Climate Corps Network.

### Confidentiality

During the fellowship, the fellow (the “Recipient”) will be exposed to confidential information from EDF or Host Organization (collectively the “Discloser”). Confidential information means and includes any and all documents, information and materials provided or made available (directly or indirectly), whether visually or orally, by the Discloser to the Recipient including the Discloser’s employees, agents, contractors, subcontractors or any affiliate(s), or to the fellow, under or in connection with this Agreement including, but not limited to, all technical and non-technical information, customer information, or plans, financials, business strategies, research and development, software and hardware, designs, proprietary formulae and algorithms (“Confidential Information”).

Without Discloser’s prior written consent, Confidential Information shall not be disclosed by Recipient in any manner, in whole or in part, to any third party or use such Confidential Information for any other purpose not indicated in this Agreement.

### Termination

EDF, or Host Organization, as applicable, shall be permitted to terminate the fellowship upon written notice (which may be by email) immediately, with a corresponding suspension of benefits and fellowship stipends, at EDF’s or Host Organization’s sole discretion, due to the fellow’s unsatisfactory performance or any extreme circumstances, such as natural disaster or public health concerns.

### Applicable Law and Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination or invalidity thereof, or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and settled by arbitration administered by the China International Economic and Trade Arbitration Commission (CIETAC) under the CIETAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The place of arbitration shall be in Beijing. There shall be only one arbitrator. The governing law of this Agreement shall be the laws of the People’s Republic of China.

### Language, Copies and Amendments

This agreement is written in both Chinese and English, respectively with two originals. Each party will hold two respectively. Each copy is a valid representation of the agreement. Should discrepancies arise between the two versions, Chinese version shall prevail. Any amendments to this agreement must be made in writing and signed by both parties.

Upon signing this Agreement, **XXX**, is agreed to be placed by EDF Beijing Representative Office (EDF Beijing) to **XXX** as a 2023 Climate Corps China Program fellow and to finish **10 continuous weeks** of fellowship between **Jun to Sep, 2023**.

Host Organization Name:

Working Address:

Fellowship Period:

XXX will be paid fellowship stipend a total of **RMB XXX** (before tax), including **RMB XXX** (before tax) from **XXX** and **RMB XXX** (before tax) from EDF Beijing. Personal tax deduction will be arranged by HR professionals from EDF Beijing. All expenses incurred due to business trips during the fellowship will be paid by **XXX**.

**Please sign below to acknowledge that you have read and understand this agreement.**

China Program Fellow	EDF Beijing Representative Office
Name (Print): _____	Official Seal:
Signature: _____	
Date: _____	Date: _____



## 2023 气候拓新者中国项目实习生协议

欢迎加入 2023 年气候拓新者项目！

由美国环保协会发起的气候拓新者项目是一个致力于推广企业可持续发展的暑期实习项目。从 2008 年项目发起至今，在美国、中国和印度的实习项目中，超过 1,500 名学员已经成功地帮助企业挖掘了总计超过 16 亿美元的潜在节能减排机会，超过 2,500 名往期实习生和企业雇主组成了拓新者项目联络网。气候拓新者项目在中国活动的主办单位为美国环保协会北京代表处（以下称“美国环保协会”）。

作为气候拓新者中国项目（以下称“项目”）的实习生（包括中国学生和在中国留学的外国留学生，以下统称“实习生”或分别称为“中国学生”和“外国实习生”），你将成为一个强大的能源管理及可持续发展专业网络的一员，因此，你在参与项目前、过程中、及实习结束后的表现不仅反映你的专业能力，而且也代表了美国环保协会和气候拓新者项目的专业水平。

能否参与气候拓新者中国项目以及加入气候拓新者项目网络取决于实习生是否遵循本协议的要求与准则，以及项目实习生与参与项目企业签订的任何补充协议履行情况。

根据本协议的要求与准则，成功完成项目实习计划的实习生将获得实习结业证书并加入气候拓新者项目网络。

如果实习生在实习前、过程中、及实习结束后无法达到协议约定的职责要求，可能导致以下任何一项或所有的后果：

- 美国环保协会可能取消实习生参加气候拓新者项目社群网络的资格。
- 美国环保协会可能将实习生的个人资料以及公开的项目简介从气候拓新者项目网站中删除。
- 实习生可能被认为不具备参加气候拓新者实习项目奖项评选的资格。
- 美国环保协会可能无法为实习生未来的工作申请提供推荐背书。
- 美国环保协会可能因实习生的不佳表现而与其终止本协议。

以下文件概述了对于气候拓新者项目实习生的约定及责任，以及气候拓新者项目在实习前、实习过程中及实习项目结束后提供的福利。

请详细阅读本文件并签名确认您已阅读并了解本协议。

## 气候拓新者中国项目实习生同意以下约定及责任：

气候拓新者中国项目 2023 年的项目期限(以下称“本项目期限”)包括培训期及在接收单位的实习期。

### 实习开始前：

- 1) 在项目开始前与接收单位完成所有规定入职流程,包括但不限于：背景调查、办理实习工作许可证明等。
- 2) 实习生必须取得其教授以及学校的正式批准才能参加本项目。本项目期限内，实习生对其在学校的缺勤负完全责任。
- 3) 实习生须对其由于缺少学校或者老师批准，或其他个人原因而无法参加项目培训负全部责任。
- 4) 完成所有培训前的准备工作，包括但不限于：
  - 向美国环保协会提交经接收单位认可的工作计划、实习开始及结束日期，个人简介以及照片。
  - 培训前完成气候拓新者项目分配的预备学习与准备工作。
- 5) 全程参与气候拓新者中国项目于五月下旬在中国举行的培训，包括所有线上与现场的培训课程以及活动。
- 6) 培训期间，实习生须按照美国环保协会的现场培训规范着装。
- 7) 同意如遇到不可抗因素（例如自然灾害、公共健康威胁等），美国环保协会有权视情况调整培训形式或终止培训。

### 实习期间：

- 8) 遵守所在接收单位人力资源部门的规定及要求。
- 9) 随时保持专业态度。实习生的行为不但代表自身，更代表了美国环保协会以及气候拓新者项目的专业水准。因此，美国环保协会期许每位实习生在实习期间都能展现最高的专业操守。
- 10) 实习生必须每周定时向气候拓新者实习项目经理进行工作汇报。
- 11) 如果实习生在实习期间内需要请假，必须提前告知实习接收单位的直属主管和气候拓新者实习项目经理。如有请假的情形，实习生须补齐为期至少十周的实习期。
- 12) 应气候拓新者实习项目提出的要求，在项目实习期开始之前、项目实习期间、以及项目实习期结束前与美国环保协会及接收单位进行至少三次三方共同参加的电话或在线工作汇报。
- 13) 实习结束前，向接收单位以及美国环保协会按时提交所有工作产出及应交付的成果，内容包括但不限于：
  - 最终报告以及所有相关材料
  - 将项目成果提交到项目资料库
  - 公开的项目简介（将被发布在美国环保协会气候拓新者项目网站上）
  - 给美国环保协会提供报告以供美国环保协会对项目成果和所提改进建议进行审核
- 14) 实习生将被邀请与接收单位合作完成美国环保协会的能源智慧诊断项目，并/或追踪与搜集过去项目的数据。
- 15) 以双方同意的时间及方式，向所在接收单位的直属主管、高级别保证人以及任何其他员工进行项目成果以及建议的汇报。

### 实习结束后:

16) 按美国环保协会总部要求完成实习期后的问卷调查。

### **气候拓新者中国项目实习生享受以下福利:**

- 1) 参与在五月底在中国举行的项目培训。美国环保协会将提供总计 3,600 元人民币（税前）的交通补贴用于资助实习生因培训和实习报到产生的旅行费用。培训期间食宿费用由美国环保协会承担。
- 2) 实习生享有税前每周 1,650 元人民币的实习津贴，共计 10 周，津贴以直接转账的方式按月给付。
- 3) 在非居住城市（包括学校或家庭所在城市）实习，且接收单位不安排住宿而需要租房的实习生，享有总计 7,200 元人民币（税前）的住宿津贴，由美国环保协会在实习期间通过直接转账方式按比例每月给付。
- 4) 在居住城市（包括学校或家庭所在城市）实习，通勤时间较长（单程车程一小时以上）的实习生，享有总计 2,300 元人民币（税前）的交通通勤津贴，由美国环保协会在实习期间通过直接转账方式按月给付。
- 5) 实习生在培训及十周实习期间的个人意外伤害保险将由美国环保协会承担。如实习生未经美国环保协会许可私自更改实习时间，造成保险覆盖时间与实习时间不匹配而引起的不理赔后果由实习生自行承担。
- 6) 实习生享有获取资源、加入实习生论坛、以及其他培训的机会和权利。所有实习生将被分配一位美国环保协会的实习项目经理和一位接收单位的直属主管。实习生享有使用气候拓新者项目专属线上资源库的权限，并被邀请参加暑期的系列网络培训。
- 7) 获得美国环保协会气候拓新者项目实习计划奖项评选资格
- 8) 加入美国环保协会气候拓新者项目网络，包括但不限于：
  - a. 加入美国环保协会气候拓新者项目线上社区以及领英网络群组
  - b. 获得美国环保协会气候拓新者项目线上培训机会
  - c. 获得项目网络提供的招聘讯息

### 赔偿补救措施:

如果实习生由于其不当行为或疏忽导致接收单位损失，且在接收单位并无过失的情形下，接收单位可能会向美国环保协会追索损害赔偿。若发生以上情形，美国环保协会有权向该实习生追讨损害赔偿金额，包括但不限于：扣除所有实习津贴。如果美国环保协会必须支付给接收单位的损失赔偿金额超出该实习生从美国环保协会所得津贴金额，美国环保协会有权向该实习生追讨全部损失赔偿金额。如果接收单位认为实习生违反了公司的政策或规定，接收单位可要求美国环保协会重新分配该实习生至其他的接收单位。为避免纠纷，美国环保协会不再重新分配该被辞退的实习生到其他接收单位实习，并有权终止本实习协议。

如果实习生在非工作时间因其任何行为，或在工作期间因个人行为而非职务行为导致的任何第三方受到损害或损失，致使美国环保协会向受损第三方进行了经济赔偿，美国环保协会有权向该实习生追讨损害赔偿金额，包括但不限于：扣除所有实习津贴。如果美国环保协会必须支付给第三方的损失赔偿金额超出该实习生从美国环保协会所得津贴金额，美国环保协会有权向实习生追讨全部损失赔偿金额。



如果实习生因其行为受到行政或刑事处罚，美国环保协会有权与该实习生终止本协议、将该实习生的个人资料以及公开的项目简介从气候拓新者项目网站中删除，并取消该实习生参与气候拓新者项目资格。(并将该实习生从气候拓新者项目相关社交网络中移除)

### 保密协议

实习期间，实习生 (称为“信息接收方”)将得到来自美国环保协会和接收单位 (统称“信息披露方”)的保密信息。保密信息是指并包括，在本协议下或与本协议相关的，由信息披露方，包括披露方的雇员、代理方、顾问、次级顾问或其他任何 (或多个) 附属机构，通过可视或口述方式，(直接或间接) 向实习生提供或使其可以获取的任何文件、信息和材料，包括但不限于所有技术和非技术信息，客户信息，商业计划，金融信息，商务战略，研发信息，软件和硬件，工程设计，专用配方和算法等(以下称“保密信息”)。

未经信息披露方事先书面同意，信息接收方不得以任何方式向任何第三方披露全部或部分保密信息，或将保密信息用于本协议未指明的任何其他目的。

### 项目终止

美国环保协会和接收单位有权根据自己的意愿，因实习生的不佳表现或因不可抗因素（例如自然灾害或公共健康威胁等），在正式书面或邮件通知的情况下，于任何时候立即终止与实习生之间的实习项目，并终止相应的任何福利与津贴。

### 适用法律以及争议解决：

由本协议引起的或涉及本协议的任何争议、异议或索赔，包括协议的存在、有效性、解释、履行，违约或终止或无效，或与本协议有关的非协议义务的任何争议，双方同意提交至中国国际经济贸易仲裁委员会 (CIETAC)，根据其仲裁规则进行仲裁解决，仲裁地点：北京。本协议适用中华人民共和国的法律。协议语言、份数及生效日：

本协议以中、英文同时书写，一式两份双方各执一份。任一文本皆为本协议正式文本，具有同等法律效力。在英文文本与中文文本不对应时，以中文文本为准。本协议自双方签字并在美国环保协会北京代表处加盖公章之日起生效。

经签署本协议，XXX 同意作为美国环保协会北京代表处 (EDF Beijing Representative Office)2023 气候拓新者中国项目实习生身份被派至 XXX 公司 进行为期十周的实习。

接收单位名称：

工作地址：

实习时间：

实习生 XXX 在 XXX 的实习津贴共计人民币 XXXX 元 (税前)，其中包括由 XXX 公司向 XXX 支付的共计 XXX 人民币(税前)实习津贴，及由美国环保协会北京代办处向 XXX 支付的共计 XXX 人民币(税前)实习津贴。个人所得税代扣将分别由 XXX 公司及美国环保协会北京代表处人事专员办理。所有因公务发生的相关差旅支出由 XXX 公司支付。

请签名确认您已充分阅读并了解本协议。

中国项目组实习生	美国环保协会北京代表处
姓名：	公章：
签名：	
日期：	日期：