



实习协议书

甲方: 凯易讯网络技术开发（南京）有限公司 (下称“甲方”)  
地址: 南京市雨花台区花神大道21号德讯科技大厦三楼

乙方：	张渭 (下称“乙方”)		
身份证号码：	340881200008191312		
在读大学：	南京审计大学	所学专业：	电子信息
预计毕业时间：	2025.06	将获取学位：	硕士
通讯地址：	南京审计大学浦口校区		
住所：	南京审计大学浦口校区		
紧急联系人（直系亲属姓名）：	张爱能	关系：	父子
紧急联系人电话：	13771156520		

（甲方和乙方以下单称“一方”，合称“双方”。）  
双方经友好协商，签订本实习协议书（下称“本协议”），以资共同遵守。

一、实习合意及双方关系

1. 甲方同意按照本协议的条款和条件安排乙方在甲方实习、乙方同意按照本协议的条款和条件赴甲方所指定的部门参加实习。
2. 双方确认，乙方依照本协议在甲方从事实习工作并不表明其与甲方建立了劳动关系，也不得视为甲方将来有义务与乙方建立劳动关系。由此，除本协议规定的实习补贴、实习条件及其他甲方明示同意给予的实习待遇外，乙方无权享受甲方的其他待遇，包括但不限于除实习补贴以外的其他报酬、工资、奖金、福利、保险、补偿或其他雇员权利。
3. 在本协议签署之时，乙方未与任何第三方建立任何性质的劳动关系。
4. 乙方因毕业、结业或其他原因具备建立劳动关系的资格、权利时，应当立即通知甲方。本实习协议因乙方具备建立劳动关系资格时即行终止，乙方此后与其他单位另行建立的任何劳动或用工关系的，与甲方无关。

二、实习期限

1. 实习期限自 07/12/2023至 01/10/2024止。尽管有前述期限的约定，甲乙双方均可视实际情况，有权缩短前述实习期限或者宣布实习期限提前届满，但必须提前3日通知对方。
2. 实习期限届满之时，乙方必须严格按照甲方的要求返还、移交、处理（下称“交接”）乙方因实习而领取、使用、保管、占有的所有信息、文件、资料、物品、工具、设备、载体等。无论双方之间是否存在任何争议或未决事项，乙方均不得拒绝或拖延交接，乙方不享有也不得主张留置或其他类似权利。

三、实习岗位

1. 甲方安排乙方从事**研发部实习生**岗位（下称“实习岗位”）实习。
2. 乙方应在实习岗位按照甲方的规章制度、安全规章和不时颁布的其他规章守则及措施规定（下称“实习单位制度”）及实习老师的不时指示，按时、按质、按量地做好实习任务。
3. 因实习任务需要或依据乙方的能力和表现，甲方可随时变更乙方的实习岗位，乙方应予服从。

四、实习时间和条件

1. 乙方每日实习时间不超过 8 小时。
2. 由甲方提供符合中国法律法规规定的安全、适当和卫生的实习条件。



## 五、实习待遇

1. 甲方在每月月末向乙方支付本月实习补贴（下称“实习补贴”），每小时计税前人民币(¥25.00)元，实习期满三个月后直线主管可以根据实习表现进行调整，乙方须在每月月中提交实习工时单，甲方依法委托上海外服江苏人力资源服务有限公司代扣代缴乙方个人所得税等相关税款并在每月月底发放实习补贴。
2. 乙方享有中国法律法规规定所有法定节假日和休息日。
3. 乙方因故无法出勤，需提前通知直线主管，并征得其同意。
4. 乙方在甲方实习期间发生任何意外伤害的，该意外伤害责任应由甲方承担，但因乙方过错造成的除外。

## 六、实习纪律和协议解除

1. 甲方除依照本协议所适用的法律、法规及本协议其他条款规定可提前解除本协议外，发生下列情形之一时，甲方亦可随时通知乙方提前解除本协议，并要求乙方承担相应的违约责任或赔偿责任：
  - 乙方违反甲方的制度或者本协议中的规定而给甲方造成损害和损失，或给乙方本人和他人造成伤害；
  - 乙方未达到实习岗位所要求的实习表现标准（如经甲方确认乙方三次以上因个人原因未按要求或未按时完成任务）；
  - 乙方违反甲方的制度或者本协议中的规定，且乙方未在该违反情形发生后三日内纠正其违反行为，或者前述违反情形累积发生三次以上。

## 七、法律适用和争议的解决

本协议一切事宜适用中国法律、法规并依其解释。甲乙双方因履行本协议或与本协议有关的事项发生的争议，双方应首先通过协商解决，若协商解决不成，可向本协议签署地有管辖权的人民法院提起诉讼。

## 八、其他

1. 本协议未涉及的事项须由甲乙双方通过友好协商或签订新的补充协议的方式解决。
2. 除本协议另有规定外，本协议任何一方未经另一方事先书面同意均不得将其本协议项下全部或部分的权利和/或义务转让给第三人。
3. 本协议经双方签字盖章后生效。本协议一式贰份，甲、乙双方各执壹份，具有同等效力。

DocuSigned by:  
乙方 Michael Zhang (张渭)  
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姓名： Michael Zhang (张渭)  
日期： 7/12/2023

CALIX NETWORK TECHNOLOGY  
DEVELOPMENT (NANJING) CO.,  
LTD.  
凯易讯网络技术开发（南京）有限公司



日期：07/13/2023



## Nondisclosure Agreement 保密协议

This Nondisclosure Agreement ("Agreement"), effective from 07/12/2023 ("Effective Date"), is between Calix Network Technology Development (Nanjing) Co., Ltd. with its principal place of business at 3rd Floor, No. 21 Huashen Avenue, Yuhuatai District, Nanjing ("Discloser"), and Michael Zhang, with ID No.340881200008191312.

本保密协议(以下简称“协议”), 生效日期为 07/12/2023, 由营业地址位于南京雨花台区花神大道21号德讯大厦3楼的凯易讯网络技术开发(南京)有限公司(以下简称“披露方”)和身份证号码为340881200008191312的张渭(以下简称“接受方”)共同签订。

**1. Purpose.** As Discloser may disclose its Confidential Information (as defined below) to Recipient ("Recipient") during the process of Recipient's interviewing and visiting, and during Recipient's future work in Discloser's company, the parties hereby sign this Agreement to protect Disclosure's Confidential Information against unauthorized use or disclosure.

**1. 目的。** 鉴于接受方在披露方公司面试和参观的过程中以及在披露方录用之后, 接受方可能会接触到披露方的秘密信息(见以下定义), 双方签订本协议以保护披露方的秘密信息, 使其免于在未经授权使用或披露的情况下泄露。

**2. Confidential Information.** "Confidential Information" means any oral, written, graphic or machine-readable information concerning Discloser's technology secrets and business secrets, disclosed to Recipient by Discloser, including but not limited to, patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware, computer programs, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of Discloser or its suppliers and licensors. Confidential Information also includes the confidential information of a third party, which is disclosed with the consent of that third party and appropriately marked.

**2. 秘密信息。**“秘密信息”是指由披露方向接受方披露的有关任何口头的、书面的、图表的或可机读的涉及披露方机密的技术秘密和商业秘密, 包括但不限于披露方或其供应商和许可人的专利、专利申请、研究、产品计划、产品、开发、发明、工艺、设计、图纸、工程、公式、市场、软件(包括来源和目标代码)、硬件、计算机程序、演算法、商业计划, 与第三方形成的协议、服务、客户、市场营销或财务情况。秘密信息还包括由第三方同意披露并适当注明的第三方的秘密信息。

**3. Nondisclosure.**

**3. 保密。**

(a) Recipient agrees not to use any Confidential Information disclosed to it by Discloser for any purpose other than to use it in the working for Discloser. Recipient shall not disclose or permit disclosure of any of Discloser's Confidential Information to any third party. Recipient may disclose Discloser's Confidential Information to Discloser's other employees who

(a) 接受方同意不将披露方披露的任何秘密信息用于在披露方公司工作之外的任何其它目的。接受方不得将披露方披露的任何秘密信息披露或允许披露给任何第三方。接受方可以将披露方披露的秘密信息披露给接受方的其他员工, 条件为:

(i) have a need to know the information in connection with their duties, and

(i) 出于工作需要, 他们有必要掌握此类信息, 并且

(ii) are parties to confidentiality agreements with Discloser with terms no less stringent than those in this Agreement.

Recipient agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those authorized to have such information. Such measures shall include the highest degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient agrees to notify Discloser in writing immediately of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention.

(ii) 他们与披露方签署了不亚于本协议严格程度的保密协议。接受方同意采取合理措施保守秘密信息并避免秘密信息被其他方披露或使用, 防止秘密信息落入公共领域或被未经授权获得此类信息的其他人占有。

此类措施应当包括接受方保护自己类似性质的秘密信息所采取的、履行最高的注意义务的措施。接受方同意, 一旦发现任何实际的或疑似的对披露方秘密信息的误用、滥用或未经授权的披露, 接受方都应立即以书面形式告知披露方。

(b) Recipient shall have no obligations under Section 3(a) with respect to any Confidential Information that:



(b) 在秘密信息出现以下情况，接受方不承担条款3(a)规定的义务：

(i) was in Recipient's possession or was known to Recipient, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(i) 在没有受到限制的情况下接受方在披露时就已经拥有或知晓秘密信息，而且有披露时就已经存档的文件作为证明；

(ii) is or becomes public knowledge through a source other than Recipient and through no fault of Recipient;

(ii) 秘密信息进入公众领域不是通过接受方或是由于接受方的失误；

(iii) was independently developed by Recipient without reference to any of Discloser's Confidential Information;

(iii) 秘密信息是接受方在没有参考披露方秘密信息的情况下自己独立开发的；

(iv) is or becomes lawfully available to Recipient from a source other than Discloser without breach of any obligation of confidentiality;

(iv) 秘密信息是接受方在不违反保密责任情况下通过披露方以外的渠道合法获得的；

(v) is disclosed by Recipient with Discloser's prior written approval; or

(v) 秘密信息是在得到披露方事先书面许可下被接受方披露的；或

(vi) is disclosed by order or requirement of a court, administrative agency, or other governmental body; provided;

however, that Recipient shall (A) provide prompt notice of such court order or requirement to Discloser to enable Discloser to seek a protective order or otherwise prevent or restrict such disclosure, and (B) disclose only that portion of the Confidential Information required to comply with such order or requirement.

(vi) 此类信息是根据法院、行政机关或其它政府部门的命令或要求披露的；倘若如此，接受方应当：(A) 立刻向披露方提供此类命令或要求，使得披露方能够寻求保护令或防止此类披露，且 (B) 只能披露此类命令或要求所规定披露的部分。

**4. Return of Materials.** Upon Discloser's request, Recipient shall immediately return all original materials provided by Discloser and any copies, notes or other documents in Recipient's possession pertaining to Discloser's Confidential Information.

**4. 资料归还。** 只要披露方提出归还要求，接受方就应当立即归还披露方提供的全部原始资料以及复印件、记录和其它与披露方秘密信息有关的文件。

**5. Term of Agreement.** Recipient's duty to hold Discloser's Confidential Information in confidence shall remain in effect for a period of [five] years. If Discloser concludes no labor contract with Recipient, the term shall begin from the date that the Confidential Information is disclosed to Recipient. If Discloser concludes a labor contract with Recipient, this term shall begin from the date the labor contract is discharged or terminated.

**5. 保密期限。** 接受方保守披露方秘密信息义务的期限为[5]年。如果披露方未与接受方签订劳动合同，该期限自披露方向接受方披露秘密信息之日起计算；如果披露方与接受方签订劳动合同，则该期限自双方劳动合同终止或解除之日起算。

**6. Independent Contractors.** The parties are independent contractors, and nothing in this Agreement shall create any agency, partnership or joint venture relationship between the parties.

**6. 独立合同方。** 双方都为独立的合同方，本协议不构成双方之间的任何代理、合伙或合资企业关系。

**7. No IP Rights Granted.** Nothing in this Agreement shall be construed as granting any right or license under any patent, copyright or other intellectual property right of Discloser to Recipient.

**7. 不授予知识产权。** 本协议不得被理解为披露方赋予接受方专利权、著作权或其它知识产权。

**8. Remedies.** Recipient recognizes and acknowledges that any breach of this Agreement by Recipient may cause Discloser irreparable harm. Recipient agrees, therefore, that Discloser shall be entitled to an injunction to restrain Recipient from such breach. If Recipient breaches this Agreement, Discloser shall be entitled to require Recipient to pay RMB 100,000 as penalty, and compensate the losses Discloser suffered therefrom.

**8. 补救办法。** 接受方认可，接受方对本协议的任何违反将给披露方带来不能挽回的伤害，因此披露方有权禁止接受方的此类违约。如果接受方违反本协议，接受方应当向披露方赔偿[拾万]元人民币作为违约金，并赔偿披露方因此受到的其他损失。

**9. No Publicity.** Neither Party shall, without the prior written consent of the other party, disclose to any other person the existence or terms of this Agreement, or the fact that discussions are taking place between Discloser and Recipient.

**9. 不公开。** 任何一方在未经另一方事前书面同意的情况下不向其他人披露本协议的存在或条款，或披露方与接受方之间正在商谈这一事实。



**10. No Modification.** Recipient shall not modify, reverse engineer, decompile, create other works from or disassemble any software programs contained in the Confidential Information of Discloser unless permitted in writing by Discloser.

**10. 不修改。** 未经披露方书面许可，接受方不得修改、反向工程、反向编译、利用或拆解秘密信息包含的任何软件程序。

**11. Restrictions on Export.** Recipient shall not export, directly or indirectly, any technical data acquired from Discloser under this Agreement or any product utilizing any such data to any country.

**11. 出口限制。** 接受方不得直接或间接向任何国家出口本协议下从披露方获取的任何技术资料。

**12. Entire Agreement.** This Agreement is the product of both of the parties, constitutes the entire agreement between the parties pertaining to its subject matter, and supersedes any prior written or oral agreements between the parties.

**12. 完整协议。** 本协议为双方达成的结果，构成双方之间有关保密的完整协议，取代双方先前形成的任何书面或口头协议。

**13. Miscellaneous.**

**13. 其它条款。**

13.1 This Agreement shall be governed and interpreted in accordance with the laws of the People's Republic of China. Any legal proceeding relating to this Agreement shall be brought in the people's court of the place where Discloser has its domicile.

本协议适用中华人民共和国法律解释。因本协议产生的任何争议均应提交披露方所在地的人民法院诉讼解决。

13.2 Neither party shall assign this Agreement, in whole or in part, without the prior written consent of the other party. Any one party in the absence of the other party's written consent shall not assign or transfer this Agreement.

13.3 This Agreement shall be binding upon and inure to the benefit of each party's successors and permitted assigns. This Agreement shall be binding upon and inure to the benefit of each party's successors and permitted assigns.

13.4 Any notice required or permitted by this Agreement shall be in writing and effective upon receipt, when delivered in person or mailed, postage prepaid, to the address of the party specified above.

本协议要求或允许的任何通知都应以书面的形式形成，当以派人送达或预付邮资邮递的方式送达上面指定的协议方地址，收到即生效。

13.5 No failure of either party to enforce any rights under this Agreement will act as a waiver of such rights. If one or more provisions of this Agreement are held unenforceable, such provision(s) shall be excluded from this Agreement and the balance of the Agreement shall remain enforceable.

任何一方未能行使本协议下的权利，不应被视为对此类权利的放弃。如果本协议的一个或一个以上条款不能执行，则将此条款应从本协议中删除，其余条款继续执行。

13.6 This Agreement may not be modified without the prior written consent of both parties.

未经双方事先书面同意，本协议不得修改。

13.7 This Agreement is executed in Chinese and English, each of which shall be deemed equally authentic. In the event of any discrepancy between the two above mentioned versions, the Chinese version shall prevail.

本协议为中英文本，两种文本具有同等效力。上述两种文本如有不符，以中文为准。

13.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

本协议一式两份或者多份，每一份视为原件。

DocuSigned by:  
Signature 签名: Michael Zhang (张渭)  
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Name姓名: Michael Zhang (张渭)

Date日期: 7/12/2023