

APPENDIX A
CHINA'S TALENT RECRUITMENT PLAN CONTRACTS

**PERMANENT SUBCOMMITTEE ON
INVESTIGATIONS**

UNITED STATES SENATE



《岗位职责和工作任务书》

Post Responsibilities and Work Duties Agreement

Party A: Wuhan University

Unit: School of Information Management

Legal representative: [REDACTED]

Address: Wuhan University Postal code: 430072

Party B (name): [REDACTED]

Sex: Male

Date of birth: [REDACTED]

ID number / passport number: [REDACTED]

Address: School of Information Management, Wuhan University

Email: [REDACTED]@gmail.com

Duration of Agreement: [REDACTED]

Appointment expiration: [REDACTED]

As required by the needs in the field of information management, as well as the school and research institutions demand for professors (Thousand Talents Program), Party B shall perform the following duties and tasks:

(1) Job Responsibilities

1. Conscientiously implement the national education policy and provide educational services in accordance with national laws and regulations and university rules and professional ethics.
2. Strive to continuously improve teaching methods, create new teaching content, and provide proper education in undergraduate and graduate courses.
3. Actively seek to host provincial and ministerial and above research projects addressing the country's strategic needs and international cutting-edge science.
4. Be an expert in the field, follow developments, develop original theoretical and practical research, and seek to obtain landmark results.
5. Actively participate in the department's work.
6. Actively provide local government theoretical and technical advice and support.

(2) Work Tasks

1. Teaching Work

- 1) On average, teach one graduate course per year.

- 2) On average, advise two undergraduate students and recruit three graduate students each year.
- 3) Each year the work time shall be not less than two months.

2. Research Work

- 1) Seek to create two provincial-level research projects, among them one national-level project. The funds received shall not be less than the matching funds provided by the school.
- 2) Publish at least 12 papers in mainstream international journals in the relevant discipline during the term of the Agreement (meaning as the author or lead completion work unit of SCI Region 2 and above papers)

3. Team Building and International Exchanges

- 1) Assist in introducing the research institution to core domestic and international talent, helping to build a high-level research team; or participate in an existing team; or build flexible project-based teams.
- 2) Participate in at least four international academic conferences, public papers in at least three international conferences, attempt to have three papers read (lectured on?) at international conferences
- 3) Continuously improve academic work and influence, strengthen domestic and international connections and exchanges, and serve in positions such as judge, reviewer, and expert in domestic and international research groups.

4. Social Work

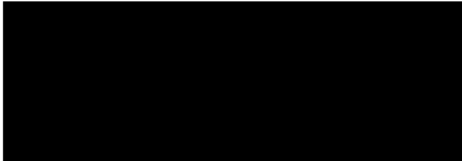
- 1) Actively participate in and complete the social construction work organized by the school and research institution (subject level and fundamental evaluation, review and reporting).
- 2) Actively participate in relevant public welfare activities organized by the university and research institute.
- 3) Participate in student activities organized by the research institute, advise students in extracurricular activities, or actively participate in political and ideological education of the students, and complete other student advising and counseling as directed.
- 4) Complete other work as directed by the institute.

(3) Assignment Working Conditions

1. Work Conditions

- 1) Party A shall provide Party B with research start-up funds of 2 million RMB, disbursed in accordance with the annual usage plan [budget]. Party B shall use the funds within the three years from the commencement of the contract, with unspent funds returned to Party A.

- 2) Party A's post-appointment unit will provide Party B with two lab and office rooms.
 - 3) During the first appointment period, Party A will provide Party B with a list of doctoral and graduate students and focus on recruiting 1-2 post-doctoral students each year. Depending on actual needs, Party B's post-appointment work unit may set the graduate student admissions standards based on Party B's requests.
2. Benefits
- 1) Give a monthly stipend of 10,000 RMB in the form of a talent special region allowance. Provide international travel expenses to Wuhan University two times per year. Provide housing at Wuhan University.
 - 2) Awards are given according to actual high-level achievements, calculated according to the "Interim Measures for Wuhan University High Level Research Awards."
 - 3) Party A will provide Party B with a housing subsidy of 500,000 RMB. Party B may receive 30% of this subsidy in a one-time disbursement, with the remainder 70% paid out over eight years. If Party B transfers out of or is released from the teaching appointment during the term of this Agreement, Party B will return the housing subsidy.



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中山大學

人類病毒學研究所

Institute of Human Virology, SYSU

September 30, 2015

[Redacted]
[Redacted]
[Redacted] Pennsylvania [Redacted]
United States of America

Dear [Redacted]

On behalf of the Institute of Human Virology in Sun Yat-sen University, I am writing to confirm the terms of your engagement by our institution. The goal of this engagement is to obtain your assistance in building a new program in immunology that will advance our institutional capabilities in basic medical science. The following paragraphs describe key elements of the engagement.

1. You will be responsible for assisting our institutions in the establishment of a major immunology laboratory that integrates basic and translational medicine, and pharmaceutical science. You will provide expertise to guide us in recruiting and training staff, and supervising research in the laboratory. In conjunction with these activities, we anticipate that you will offer periodic lectures, assist in organizing conferences and scientific exchanges that promote international collaboration, and author publications with scientists here.
2. We anticipate that you will make several trips to China each year during the term of your engagement, but will perform much of your work remotely. We acknowledge that you are and will remain a professor and principle investigator (PI) of [Redacted] [Redacted] for a period of time, based upon your appointment contract with [Redacted] and that you are subject to [Redacted] policies, including those concerning consulting, conflicts of interest and intellectual property. When you are not in China, your laboratory here will be overseen by [Redacted].
3. We recognize that your research in China will relate closely to your ongoing work at [Redacted] and that it may be difficult to avoid comingling the results of your work. As a consequence, [Redacted] will own your interest in all discoveries or inventions, whether



中山大學

人类病毒学研究所

Institute of Human Virology, SYSU

or not patentable, that you may make in the course of your research at [redacted] or at our institutions. This agreement does not give our institutions any right to inventions that are owned solely by [redacted]. However, should Chinese scientists contribute to your discoveries in China, as we anticipate, [redacted] and our institutions will jointly own, protect and manage the commercialization of these jointly-made discoveries.

4. Based on your strong scientific record, we expect that you will author publications based on your work in China. You will have the right to publish the results of your research in China without restriction. In any publication describing research that was primarily conducted in China, you will list our institution as your primary, and [redacted] as your secondary, site of academic appointment. Authorship on publications will follow the guidelines established by the International Committee of Medical Journal Editors (ICMJE).
5. Your engagement will continue for a term of five (5) years. However, either you or we may terminate the engagement for any reason by giving sixty (60) days advance notice.

If these terms accurately reflect your understanding of this engagement, please co-sign this letter as indicated below. Again, we look forward with great anticipation to your work with us and are confident that we will build a successful research program together during the years to come.

Sincerely yours

[Redacted signature]

Zhongshan School of Medicine
Sun Yat-sen University
74 Zhongshan 2nd Road
Guangzhou China 510080

Read and Agreed To:

[Redacted signature]

09/30/2015

[Redacted line]

Date:

CONTRACT OF EMPLOYMENT

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State Administration of Foreign Experts Affairs, P. R. China

(Photocopy not Accepted)

CONTRACT OF EMPLOYMENT

Employer (Party A)

Name of the Employer: *Tsinghua University*

Legal Representative: [REDACTED]

Agent ad litem: [REDACTED]

Address: *Medical sciences building, Tsinghua University, Beijing, PRC*

Tel: [REDACTED]

Fax: [REDACTED]

Employed Foreign Experts or Professionals (Party B)

Name: [REDACTED]

Sex: [REDACTED]

Date of Birth: [REDACTED]

Nationality: [REDACTED]

ID Number: [REDACTED]

Overseas Address: [REDACTED]

Tel: [REDACTED]

Fax: [REDACTED]

Both parties, in line with the principles of legality, fairness, equality, mutual agreement, honesty, and trustworthiness, on a

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voluntary basis, and in a spirit of friendly cooperation, agree to sign this contract and pledge to fulfill all the obligations stipulated hereinafter.

II. The term of this contract shall be from June 1, 2014 to May 31, 2017, with the first month set as probation period.

III. Tasks assigned to Party B (see the appendix).

IV. ~~Party B's monthly salary shall be RMB~~ Party B's annual salary shall be RMB 800,000 (before tax) ~~Party B's monthly salary shall be RMB~~ (before tax), of which 50 % can be converted into foreign currency on a monthly basis. Please see the appendix for terms and conditions on other remunerations and benefits concerned.

V. Party A's Obligations:

1. Party A shall inform Party B of relevant laws and regulations of the People's Republic of China as well as any institutions and administrative stipulations concerned with Party B's employment as herein provided.
2. Party A shall conduct regular supervision, inspection and review of Party B's working performance.
3. Party A shall provide Party B with necessary working and living conditions.
4. Party A shall deploy fellow staff for Party B for coordination affairs.
5. Party A shall pay Party B's salary as scheduled.

VI. Party B's Obligations:

1. Party B shall observe relevant laws and regulations of the People's Republic of China and shall not interfere in China's internal affairs.
2. Party B shall observe any institutions and administrative stipulations concerned with its employment, and shall be subject to Party A's arrangements, supervision, inspection and review of his/her working performance. Without Party A's consent, Party B shall not conduct any part-time job assigned by any other party.
3. Party B shall fulfill the tasks assigned to him/her with high standards within the prescribed timeframe.
4. Party B shall respect China's religious policies, and shall not conduct any religious activities incompatible with his/her status as a foreign expert.
5. Party B shall respect Chinese people's ethics and customs.

VII. Revision, Cancellation and Termination of the Contract:

Both parties shall abide by the contract and shall refrain from revising, cancelling or terminating the contract without mutual consent.

1. Revision of the contract. This contract can be revised with mutual consent. Before both parties have reached an agreement, the contract shall be strictly observed.
2. Cancellation of the contract. This contract can be canceled with mutual consent. Before both parties have reached an agreement, the contract shall be strictly observed.

(1) Under the following conditions, Party A shall have the right to inform Party B in writing of the cancellation of this contract:

- a. Party B fails to fulfill this contract or the obligations and agreed conditions as herein stipulated, and fails to amend his/her actions after Party A has pointed it out;
- b. On the basis of the physician's diagnosis, Party B fails to resume normal work after a sick leave for a period of successive 30 days.

(2) Party B has the right to inform Party A in writing of the cancellation of this contract under the following conditions:

- a. Party A fails to provide Party B with necessary working and living conditions as stipulated in this contract,
- b. Party A fails to pay Party B as scheduled.

(3) In case either party asks to terminate this contract, it shall give a 30 day notice to the other party in writing, and the contract shall only be terminated after 30 days.

(4) This contract can be terminated upon mutual agreement by both parties.

3. Termination of the contract.

(1) This contract shall be terminated once it expires.

(2) This contract may be terminated with the mutual consent of both parties, and it shall be strictly observed until both parties reach an agreement otherwise.

III. Breach Penalty

When either party fails to fulfill any part or all of the obligations as stipulated in this contract, that is, in the event of breach of the

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contract, the said party shall pay a breach penalty of US\$ 800 to 3000 or equivalent to 3 to 10 times Party B's monthly salary in RMB. If both parties consider it necessary to determine an exact sum of the breach penalty, or to determine a breach penalty higher or lower than the above-mentioned amount, it shall be explicated in the appendix of this contract.

When Party B claims to cancel this contract due to force majeure, it shall produce certifying documents issued by competent authorities; after the contract is cancelled with Party A's consent, Party B shall bear the traveling expenses thus incurred; and when Party B fails to provide any valid reason to cancel this contract, it shall bear the traveling expenses thus incurred and pay the breach penalty to Party A as stipulated in this contract.

When Party A claims to cancel this contract due to force majeure, and the contract is thus cancelled with Party B consent, it shall bear Party B's traveling expenses thus incurred; and when Party A fails to provide any valid reason to cancel this contract, it shall bear the traveling expenses thus incurred to Party B and pay the breach penalty to Party B as stipulated in this contract.

IX. The appendix of this contract forms an indispensable part of this contract and shall have the same legal effect with the text of this contract.

X. This contract shall take effect upon being signed by both parties and shall be automatically terminated upon expiration. When either party requires signing a renewed contract, it shall forward

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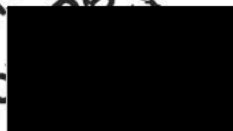
its request to the other party 30 days prior to the expiration of this contract, and both parties shall sign the new contract through consultations and mutual consent.

Upon the expiration of this contract, Party B shall bear all the expenses incurred during his own stay in China.

XI. Settlement to Dispute

Any dispute in connection with this contract shall be first settled between both parties concerned through friendly consultation. In case no settlement can be reached through consultations or intermediation, both parties shall submit the said dispute for arbitration with local personnel authorities or the local labor arbitration system. In case either party refuses to accept the arbitration award, it may bring an action before the people's court. This contract is signed by both parties at Beijing (location) on this 2014.6.15 (date). This contract is in duplicate, each in both Chinese and English versions, and both shall take effect upon being signed at the same time.

Party A:
(Signature)



Party B:



Appendix:

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Work Permit No.: _____

Tsinghua University
TENURE CONTRACT

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Produced to USGAC PSI Pursuant to Oversight Request,

Party A's authorized unit: School of Medicine

Party B: 

Prepared by the Human Resources Department of Tsinghua University

INSTRUCTIONS

1. Fill out this contract with a fountain pen. Write legibly and concisely.
2. This contract may not be altered after signing.
3. When there is not enough space, pages may be added.

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4) Contract modification, cancellation, termination, and renewal

15. Where there are changes to the laws, administrative regulations, and rules and regulations based on which this contract is entered into, corresponding modifications shall be made to this contract accordingly.
16. Where this contract can no longer be performed due to significant changes in the objective circumstances based on which it is entered into, with consensus reached between both parties through discussion, corresponding modifications shall be made to this contract accordingly. If both parties are unable to reach consensus on the modification of this contract, either party may cancel the contract and notify the other party in writing thirty (30) days in advance.
17. This contract may be cancelled with consensus reached between both parties through discussion.
18. This contract terminates automatically:
 - (1) upon expiration;
 - (2) when Party B reaches retirement age; or
 - (3) when Party B dies or is declared missing or dead by a people's court.
19. Following termination or cancellation of this contract, Party B shall carry out work handover conscientiously, return the office equipment, and calculate and return to Party A the balance of the disbursed scientific research fund that is unused.

5) Liability for breach and economic compensation

20. Party A and Party B shall bear liability for breach of contract when they violate any of the provisions herein.
21. In the event Party A breaches this contract, Party A's authorized unit shall pay Party B corresponding economic compensation or damages according to relevant State regulations.
22. In the event Party B breaches this contract or Party A's regulations on intellectual property rights, confidentiality, etc., and causes Party A to incur losses, it shall compensate Party A economic losses according to relevant regulations.

6) Others

23. The following provisions are added with consensus reached between Party A and Party B through discussion:
 - (1) Party A and Party B shall keep the contents of this contract confidential. Neither party may disclose the contents to unrelated parties without consent from the other party.
 - (2)
 - (3)
24. This contract is prepared in triplicate. Party A's authorized unit, Party B, and the University's human resources department shall hold one copy each.

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TENURE CONTRACT TERM

The first-term contract is a fixed-term contract.

The tenure is from _____, 2014, to January 31 July 31, 2017.

Tenure position: Tenure Professor

Party A's authorized unit (Seal) _____ Party B (Signature) _____
 Person-in-charge (Signature) _____
 [Seal] School of Medicine, Tsinghua University _____
 [Signature] _____

Date: April 1, 2014 Date: April 1, 2014

Tsinghua University Human Resources Department (Seal)
 [Seal] Human Resources Department, Tsinghua University
 Date: _____

TENURE CONTRACT TERM

The _____-term contract is a fixed-term contract.

The tenure is from _____, _____, to (January 31, July 31), _____.

Tenure position: _____

Party A's authorized unit (Seal) _____ Party B (Signature) _____
 Person-in-charge (Signature) _____

Date: _____ Date: _____

Tsinghua University Human Resources Department (Seal)
 Date: _____

TENURE CONTRACT TERM

The _____ term contract is an open-ended contract.

Tenure position: _____

Party A's authorized unit (Seal) _____ Party B (Signature) _____
 Person-in-charge (Signature) _____

Date: _____ Date: _____

Tsinghua University Human Resources Department (Seal)
 Date: _____

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April 8th, 2016

[Redacted]

[Redacted]

[Redacted]

Dear [Redacted]

The ShanghaiTech University (the "University") is pleased to offer you the position of Professor-in-Residence of the Shanghai Institute for Advanced Immunochemical Studies (the "Institute" or the "SIAIS"), ShanghaiTech University, commencing as of the 1st day of June, 2016 for a term to 31st, December, 2018.

You will be entitled to receive a salary of 605,000 RMB per annum. This salary is paid monthly in equal installments after applicable payroll tax deductions.

This offer is contingent on your successful completion of your submission of satisfactory proof of your identity and your legal authorization to work in the People's Republic of China. China's law stipulates that we obtain this information. In addition, as a condition of your employment, you will be required to sign our standard Employment, Confidential Information and Invention Assignment Agreement.

The University maintains an employment-at-will relationship with its employees. You retain your normal right to terminate this employment relationship at any time and for any reason. The University also retains the same right. In the event your employment with the University is terminated prior to the end of the Term for any reason, then concurrent with such termination, you will be entitled to receive all compensation accrued, but unpaid, up to the date of termination.

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We look forward to working with you.

Sincerely,

[Redacted signature]

[Redacted name]

ShanghaiTech University

Accepted and agreed:

[Redacted signature]

Date: 1/17/20

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聘用协议

EMPLOYMENT AGREEMENT

甲方：上海科技大学

Party A ShanghaiTech University

地址 上海市浦东新区华夏中路 393 号

Address: No. 393 Huaxia Middle Road, Shanghai

电话

Tel:

乙方 (Party B)

证件号码 (Passport No.)

双方本着合法、公平、平等自愿、协商一致、诚实守信的原则和友好合作的精神，自愿签订本协议并保证认真履行协议约定的各项义务。

Both parties, in accordance with the principles of legality, fairness, equality, mutual agreement, honesty, and trustworthiness, on a voluntary basis, and in the spirit of friendly cooperation, agree to sign this agreement and pledge to fulfill all the obligations stipulated hereinafter.

第一条、协议期限

- 1. 本协议为固定期限劳务合同 有效期限自 2019 年 1 月 1 日至 2024 年 12 月 31 日止 (下称协议期)。

Article 1 Term of Agreement & Extension

The term of this agreement is fixed, which shall commence retrospectively from Jan 1st, 2019 and end on December 31, 2024 (hereinafter referred to as the "Term"); however either party may terminate this agreement for any reason with 30 days written notice.

第二条、岗位工作内容和目标

- 1. 乙方同意根据甲方所设科研教学方向 在上海科技大学 生命科学与技术学院 担任 特聘教授 一职 工作地点在 上海科技大学。乙方应承担以下工作目标中所

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列的职责以及甲方不时为其指派的其他职责。乙方在此同意将善意地并尽最大努力履行其在该工作岗位上所有可能被合理要求履行地职责，且将按照甲方可能不时给予地合理指示和要求，在任何合理的时间和地点提供服务。乙方应当在协议期内实质性的投入其时间、能力、精力及技能以履行本协议规定的职责。

2. 乙方在协议期内应完成的工作目标:

Article 2 Job Description and Objectives

1. Party B agrees to take the position of Distinguished Adjunct Professor according to Party A's research and education plan. The Job location of Party B is at ShanghaiTech University. Party B shall assume the responsibilities and duties as set forth in the Job Objectives (as below) as well as any other tasks assigned by Party A and agreed by party B from time to time. Party B hereby agrees to make the best efforts to perform all the responsibilities and duties that may be reasonably required for the position that Party B undertakes in good faith, and work at any reasonable time and place upon reasonable directions and requirements that may be given by Party A and agreed by Party B from time to time. Party B shall substantially invest his/ her time, ability, energy, and skills to perform the responsibilities and duties provided in this agreement during the Term.
2. Party B's Job Objectives during the Term: To provide periodic advice and guidance concerning research projects in cell biology conducted under the supervision of Associate Professor [REDACTED] (or his successor) in the School of Life Science. This research will not overlap with [REDACTED] NIH-funded projects. Advice and guidance to projects at [REDACTED] will be provided during 2 - 3 visits (up to one week each, including travel time) and on the phone and by mail as needed in [REDACTED] judgement.

第三条、薪酬待遇

1. 年基本薪酬 税前 75 万元 (人民币) 按月发放。

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2. 乙方应当承担所有对其适用的所得税和法律要求的扣减。甲方应当依照相关法律法规的要求替乙方代扣相应的税款。

Article 3 Remuneration

1. Party B will be entitled to receive a base salary of ¥ 750,000.00 yuan (RMB, pre-tax) per annum, which will be paid monthly.
2. Party B shall be responsible for all the income taxes applicable to him/her and such other deductions as required by Chinese law. Party A shall be responsible for withholding such taxes and deductions for Party B in accordance with the requirement of relevant laws and regulations.

第四条、甲方责任、义务和权利

1. 甲方在本协议期间应当协助乙方依法办理出入境、留居、工作许可等手续。
2. 根据甲方的相关规定 为乙方顺利完成岗位工作目标和任务 提供相应的工作条件，并协助办理其他事宜。

Article 4 The Duties, Obligations and Rights of Party A

1. Party A shall, during the Term of this Agreement, assist Party B in securing permits and approvals required by Chinese law that are necessary for Party B's entry into, exit from, living and working in China.
2. According to the Party A's regulations, Party A shall provide Party B with necessary working conditions and assist with other matters to complete the goals and tasks.

第五条、乙方责任和权利

1. 遵守中国的法律法规。
2. 聘期内，乙方须遵守甲方的工作制度和管理规定 接受甲方工作评估。
3. 乙方在甲方工作期间所取得的教学 科研等成果均属职务成果，其发表有关论文、著作或申报有关奖励、专利和科研项目及经费等 均须同时署乙方本人及甲方名（即必须同时署作者及作者单位，作者第一单位应署上科大名）
4. 乙方为执行甲方及其所属单位任务 或利用甲方及其所属单位物质技术条件完成的发明创造、作品、软件、集成电路布图设计以及其他技术成果等

均属职务技术成果，职务技术成果所有权属于甲方 职务技术成果完成后，除非另有协议约定，相关知识产权的所有权利属于甲方 乙方科研、经营、管理工作中形成的具有经济价值，不为公众所知悉的技术信息、经营信息等采取保密措施的信息均属于商业秘密 归甲方所有。

Article 5 The Duties and Rights of Party B

1. Party B shall observe laws and regulations of the People's Republic of China.
2. During the Term, Party B shall observe any institutions and administrative stipulations concerned with its employment, and shall be subject to Party A's review of his/her working performance.
3. Any copyrightable or patentable materials, and other related or similar intellectual properties, such as software, prototype, paper, patent and other inventions, which are created or developed by Party B (and collaborators) in the course of work at Party A and during the Agreement period, and shall be applied and publicized in the names of both Party B and Party A (Party A shall be the first author affiliation).
4. To the extent that it is consistent with the policies of Party B's primary employer [redacted] Party A shall have the right to own inventions, works, software, layout-design of integrated circuits and other technological achievements accomplished by Party B in the course of performing the duties, or mainly by using Party A's resources. If Party A has concluded a contract with Party B on the ownership of intellectual property, such kind of provision shall prevail. Trade secret concerning Party B's work (e.g. actual and proposed terms of research agreements, financial arrangements, or confidential business information) shall be owned by Party A.

第六条、其他

1. 双方应相互协商并友好解决由本协议产生的任何争议。
2. 本协议一式三份，自甲乙双方签字之日起生效 甲方执二份，乙方执一份，具有相同效力。本协议用中英文书写，但中英文文本不一致时，以中文文本为准。

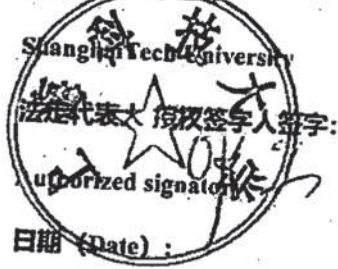
Article 6 Other Items

1. Party A acknowledges that [redacted] is the primary employer of Party B, and that in case of conflict, the policies of [redacted] will prevail. The two parties shall consult with each other and mediate any disputes friendly which may arise about the agreement.
2. The Agreement is in triplicate, and all shall take effect upon being signed at the same time. Party A holds two, Party B holds one, and all have equal legal effect. The Agreement is written in both Chinese and English, but has been modified by Party B in the English text only. Therefore, the English version shall prevail.

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甲方 (Party A)

上海科技大学盖章



乙方 (Party B)



日期 (Date): March 31, 2019

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National "Thousand Talents Plan" Employment Contract

Final
12/6/13

Party A: Zhejiang University
 Address: 866 Yuhangtang Road, Hangzhou
 Contact telephone number: [REDACTED]
 Party B: [REDACTED] Gender: [REDACTED] Date of birth: [REDACTED]
 Nationality: [REDACTED] Passport number: [REDACTED]
 Contact address: [REDACTED]
 Contact telephone number: [REDACTED]
 Party C: Medical School (Department)
 Contact telephone number: [REDACTED]

Upon the equal negotiation among the three parties, Party A, Party B, and Party C, the following agreement was reached regarding the employment of Party B to work at Zhejiang University. The specific terms are as follows:

Article 1 Employment period

1. The term of employment is a non-fixed period, from the time when Party B reports to Party A to when the conditions of the statutory rescission or termination of the contract arise. The first stage of the non-fixed-term contract is for 5 years, from January 2014 to December 2018, and Party B shall work at Party A for 9 months or more each year.
2. Party B shall resign from his original position and work for Party A full time by January 2019.

Article 2 Party B's job objectives and tasks

1. The job objectives and tasks that Party B should complete in the first phase of the contract are: leading the development of the school's translational medicine discipline, advancing the building of the discipline and the talent team, undertaking tasks of teaching undergraduate and postgraduate courses and talents training work, and vigorously introducing outstanding talents, improving teaching and research skills, expanding international exchanges and cooperation, enhancing the international influence of the discipline, achieving innovative research results, and promoting the pace of building our university into a first-class university.
2. The job objective and tasks of Party B's work after the first stage of the non-fixed-term contract shall be separately negotiated and agreed by Party A, Party B, and Party C.

Article 3 Rights and obligations

(1) Rights and obligations of Party A and Party C

1. Assess, evaluate, reward, and punish Party B in accordance with the laws and regulations of the People's Republic of China and the rules and regulations of Party A and Party C.
2. Safeguard the rights that Party B is entitled to in accordance with the law.
3. Provide Party B with the necessary workplace and material and technical conditions for performing his duties.
4. If Party B makes significant achievements during the term of his employment, Party A and Party C actively recommend Party B to apply for various awards.
5. Pay Party B's remuneration package on time.

Do Not Disclose Without Permission From Dept of Health and Human Services Pursuant to HSGAO 051 Oversight Request

(2) Rights of Party B

1. Remuneration package: Party A provides Party B with wages of RMB 500,000 yuan/year and allowance of RMB 300,000 yuan/year, in a total of RMB 800,000 yuan/year (this income is pre-tax income, including but not limited to payments to Party B for various social insurance premiums and welfare benefits payable by organizations or individuals as required by the government, such as housing subsidies and medical insurance and, subsidies for the spouse living in China. Other than the one-time subsidy from the central government and the science and technology talent incentive awards provided by the Zhejiang provincial government in accordance with relevant rules, Party A will not pay Party B any additional wages or fees. In accordance with the relevant rules of the state and localities, Party A will pay social insurance premiums such as medical insurance for Party B on time, and the relevant fees shall be withheld and paid by Party A on behalf of Party B) on a monthly basis.

Remuneration payment method: Party B's remuneration will be paid according to the actual hours Party B works at the university. At the end of the 12th month of each appointment year, Party B shall settle the specific amount to be paid for the current year according to the actual working hours of Party B. If payable amount based on Party B's actual hours of work after conversion is less than the amount actually paid by Party A, the excess will be deducted one-time by Party A from Party B's annual salary in the following year or Party B will make a one-time refund to Party A.

After the first phase of the contract, Party B's remuneration package and payment method will be negotiated and agreed upon in accordance with the relevant documents.

In addition, after Party B comes to work at the university, Party B will enjoy a one-time subsidy from the central government and the provincial government scientific and technical talent awards provided by Zhejiang Province according to the relevant regulations of the state and Zhejiang Province.

2. Housing arrangements: Party B can rent a teacher's apartment from Party A, and the rent and other corresponding expenses shall be borne by Party B. If Party B meets the application criteria for the reserved housing for high-level talents in Zhejiang University, Party B can apply and purchase a corresponding house.

3. Working conditions: Party A shall provide Party B with a research start-up fund of RMB 10 million (including support funds provided by the state, relevant ministries and commissions, and provinces and municipalities for the selection of the national "Thousand Talents Plan").

4. Offices and laboratories: Party C will arrange offices and laboratories for Party B. Party B shall pay a certain amount of resources usage fees according to the relevant regulations of the university. Depending upon the needs of Party B's work, Party B can share some instruments, equipment, and facilities of Party A and Party C according to the relevant regulations of the university.

5. Team building: Party A and Party C support Party B's team building, and Party A shall provide remuneration to Party B's team members who meet Party A's employment criteria for the teaching-and-research teacher position. Otherwise, the remuneration packages of all other personnel shall be included in Party B's research fund, and the employment procedures shall be handled in accordance with Party A's relevant personnel rules.

6. Student admission criteria (including supervising doctors, postgraduates and post-doctoral staff, senior visiting scholars, etc.): The university first arranges and recommends outstanding doctoral and master students, and supervises post-doctoral staff and senior visiting scholars.

Obligations of Party B

1. Working hours at the university: 9 months or more every year beginning January 2014. Party B plans to report to the university in January 2014. After the official registration is completed, the salary will be calculated.

2. Conscientiously abide by the laws and regulations of the People's Republic of China and the rules and regulations of Party A and Party C.

3. Perform job duties, achieve the job objectives and tasks as agreed in Article 2 of the contract, and ensure the quality of work. Accept the work arrangement, business guidance, inspection, evaluation, rewards and punishments by Party A and Party C.

4. During the term of Party B's employment, if Party B publishes papers and works, or applies for relevant awards, patents and scientific research projects and funds, Party B shall sign the names of Party B, Party A and Party C at the same time (i.e., the author and the author's organization must be both listed at the same time, and the author's organization must be in the name of Party A and C only).

5. Party B shall make the total fund use plan and annual use budget for the research funds provided by Party A and Party C. Party A shall retrieve the part of the annual budget that has not been used according to the rules on the use of funds. Party A will retrieve any unused research funding at the end of the employment term or when the contract is rescinded.

6. During the period of employment, Party B will not interfere with China's internal affairs, will abide by China's religious policies, will not engage in activities that are incompatible with the expert status, and will abide by the moral standards and customs of the Chinese people.

Article 4 Modification, Rescission and Termination of Contract

(1) Modification of the contract

Upon agreement of the parties to the contract, the changes may be made, but any change opinions shall be subject to the written opinions reached by the three parties.

(2) Rescission of the contract

1. If Party B has one of the following circumstances during the term of employment, Party A has the right to notify Party B to rescind the contract 30 days in advance in writing. If Party A rescinds the contract due to any of the circumstances, Party A shall not assume any responsibility for Party B.

(1) Party B fails to perform the main obligations of the contract or when fulfilling his contractual obligations he fails to comply with the agreed-upon conditions, and fails to make the corrections within a reasonable period after being pointed out by Party A and Party C;

(2) [Party B] fails to pass evaluation after being evaluated by Party A and Party C.

2. If Party B has one of the following circumstances, Party A may unilaterally rescind this contract at any time:

(1) Serious violations of the rules and regulations of Party A and Party C;

(2) Commission of a criminal act.

3. If Party A fails to pay Party B's remuneration package on time 30 days after the deadline, Party B has the right to notify Party A in writing to rescind the contract.

4. If the parties to the contract agree by consensus, the contract may be rescinded. Any party that proposes to rescind the contract by negotiation shall proceed in accordance with the following procedures:

(1) If Party B proposes to terminate the contract for special reasons during the term of employment, Party B shall submit a written application to Party A and Party C 3 months in advance, and upon Party A and Party C's consent, the contract may be rescinded.

(2) If Party A or Party C proposes to rescind the contract for special reasons during Party B's employment period, either party shall notify Party B in writing 3 months in advance and fully communicate with Party B.

5. If the contract cannot be performed normally due to force majeure during the period of employment, and the contract needs to be modified or rescinded, the three parties shall properly handle such situation in accordance with relevant state regulations.

6. Party B promises to resign from his original employer by January 2019. If Party B cannot resign from his position at his original employer within the stipulated timeframe, Party A and Party C have the right to change or cancel the contract.

(3) Termination of the contract:

The contract is terminated when the contract term expires or the conditions for the statutory rescission or termination of the contract arise.

Article 5 Supplementary Provisions

1. Party B confirms that the contact address at the beginning of the contract is the address where Party A and Party C send written notices to Party B. If there is any change in the delivery address of Party B during the performance of the contract, Party B shall notify Party A and Party C in writing. If the address provided by Party B is inaccurate or Party B does not promptly notify Party A and Party C of such change of address, such that Party A's or Party C's written notifications are not delivered or not delivered in time, Party B shall bear the legal consequences arising therefrom.

2. If the terms of the "Thousand Talents" employment contract signed in June 2012 conflict with this contract, the terms of this contract shall prevail.

The conclusion, interpretation and dispute resolution of this contract shall be governed by the laws of the People's Republic of China.

3. When a dispute arises between Party A, Party C and Party B, it shall be settled through friendly negotiation or mediation. If the negotiation or mediation fails, a party may apply to the Zhejiang Personnel Dispute Arbitration Court for arbitration. If any party is dissatisfied with the outcome of the arbitration, it may file a lawsuit with the local people's court at the domicile of Party A.

4. If there are any unfinished matters in this contract, the three parties shall negotiate and make a written supplementary agreement. The written supplementary agreement and this contract have equivalent legal effect.

5. This contract is signed in Hangzhou, Zhejiang, China, with three copies of the same format. Each of Party A, Party B and Party C retains one copy, and the contract takes effect when Party A, B, and C have signed and affixed seals to this contract.

Signature of Party A's Representative:

[illegible] [signature]
[seal] Zhejiang University

December 6, 2013

Signature of Party B:

[illegible] [signature]

December 6, 2013

Signature of Party C's Representative:

[signature]
[seal] Zhejiang University
School of Medicine

December 6, 2013

Produced to HSGAC PSI Pursuant to Oversight Request, Do Not Disclose Without Permission From Dep't of Health and Human Services

Qingdao University introduces high-level talent employment contract

Appointment unit: Qingdao University (hereinafter referred to as Party A)

Appointed expert: [REDACTED] (hereinafter referred to as Party B)

ID card (passport):

In order to protect the legitimate rights and interests of both parties, in accordance with the relevant national laws, regulations, rules and the personnel and personnel policies of Shandong Province and Qingdao Municipality, this contract was concluded through negotiation between the two parties.

Article 1 Appointment position and term of appointment

Party A shall appoint Party B to work full-time at the Institute of Cancer Precision Medicine (Qingdao Cancer Research Institute) of Qingdao University. The first appointment period is five years, counting from the date of signing the contract. After the expiration of the first appointment, if Party B fulfills the contractual target, it will automatically renew its employment.

Article 2 Party B's job tasks and objectives

(1) Team building and talent training

A total of 8-10 post-doctoral and doctoral students are trained.

(2) Research and innovation transformation

1. Obtain 2-3 major national or other national major issues and 1-2 national natural youth projects;
2. Published 5-8 SCI papers, including 2-4 articles with 10 or more points;
3. Efforts to achieve a new target for cancer prevention and treatment were first reported in the world and used for the development of new anti-tumor drugs. Actively cooperate with the research institute to screen and discover lead compounds with anti-tumor activity.
4. The scientific research results are reported to the provincial and ministerial level results of the first and second prizes or 1-2 national-level achievements;
5. Apply for more than 2 invention patents;

(3) Disciplinary construction and academic exchanges

Initiate academic reports or lectures 3 times; attend academic conferences and report 3-5 times.

According to the development needs of the institute, it is involved in the construction of related disciplines.

(4) Public services

According to the needs of the institute, it undertakes or cooperates with the management and service of the research institute's personnel training, talent introduction, laboratory preparation, discipline development, scientific research and transformation, and publicity.

Article 3 Rights and obligations

I. Party A's rights

- (1) To manage Party B in accordance with national laws, regulations and relevant regulations of the school.
- (2) To assess Party B in accordance with the relevant provisions of the State and the agreed tasks and objectives of the post.

Second, Party A's obligations

- (1) Protecting and maintaining the rights that Party B shall enjoy in accordance with the law and supporting Party B's work.

(2) Providing necessary living and working conditions for Party B to carry out work

1. Salary, insurance and other welfare benefits: the salary structure implements the national policy wages + special post allowance 200,000 / year + research grants + research awards (a total of about 500,000 yuan / year, of which 100,000 yuan for performance pay, annual Pay after passing the examination). The payment method is issued on a monthly basis. Party B shall enjoy the welfare benefits of Party A in the preparation of formal employees. Party A shall pay various insurance premiums and provident funds for Party B. Party B's personal burden shall be deducted by Party A on the basis of the formal staff standard.

2. Housing subsidy: RMB 600,000, which is paid once when Party B purchases a house.

3. Research start-up funds: Provide Party B with RMB 2 million for research start-up funds (including 500,000 yuan for schools and the rest will be provided by the Institute) for Party B's research work expenses. After Party B arrives at the post, it will be allocated according to Party B's work needs.

Third, Party B rights

(1) During the work of Party A, Party B shall implement the relevant provisions of the relevant working hours and work holidays of the State.

(2) Enjoying the working and living conditions provided by Party A.

Fourth, Party B's obligations

(1) Party B shall abide by the laws and regulations of the State and the rules and regulations of the employer.

(2) Party B shall work full-time in Party A. Party A shall not work part-time in the foreign unit without the consent of Party A, earnestly perform the duties of the post, complete the post work tasks and work objectives, and accept the assessment of Party A.

(3) The intellectual property rights obtained by Party B during the work of Party A, including copyright, patent rights, trademark rights, etc., are owned by Party A. According to the definition of intellectual property rights between the two parties, Party B has certain sharing rights within the defined scope.

(4) Party B shall abide by Party A's relevant confidentiality regulations and keep confidentiality of Party A's trade secrets and other intellectual property-related confidential matters.

Article 4 Assessment

1. Annual assessment: Party B accepts Party A's annual work assessment during the employment period and submits the "Working Progress Report of the Year".

2. Mid-term assessment: During the term of employment, Party B will accept the mid-term assessment of Party A's work for three years and submit the "Medium-term Work Progress Report".

3. Appointment assessment: Party B will accept Party A's assessment of the appointment period after the expiration of the appointment period. The evaluation of the employment period is based on the tasks and objectives of the employment of the contract, and Party B submits the "Summary Report on the Employment Period".

Article 5 Change, Termination and Dissolution of the Contract

(1) Both parties may agree to change the relevant content of this contract or terminate or terminate this contract.

(2) If Party B fails to pass the examination during the employment period, has a major direct liability accident or has a violation of law or discipline, Party A has the right to dismiss the employee and terminate the contract. At the same time, Party B shall pay the remaining amount of research funds paid by Party A. Return Party A and return the housing subsidy for the remaining years of less than 5 years to Party A.

(3) If Party B proposes to resign within 5 years, it shall submit a written application to Party A 6 months in advance. After Party A's consent, Party B may apply for resignation and refund the remaining research funds paid by Party A [REDACTED] and return the housing subsidy for the remaining years of less than 5 years to Party A.

Party B shall submit a written application to Party A 6 months in advance after resigning after 5 years of work.

(4) In the event of any unforeseen circumstances that cannot be prevented by the parties during the appointment period, the contract may not be properly performed. If the contract needs to be changed or terminated or terminated, the two parties shall properly handle the contract in accordance with relevant regulations.

Article 6 Supplementary Provisions

(1) This contract is made in two copies, and Party A and Party B each hold one copy. This contract shall take effect on the date of signature and seal.

(2) Except for the occurrence of force majeure factors, the parties may strictly perform the terms of the contract. The parties shall strictly perform the terms and conditions of the contract.

(3) After the signing of this contract, both parties shall have confidentiality obligations for their contents and shall not disclose it to third parties.

(4) If there are any outstanding matters in this contract, it shall be negotiated by both parties to make supplementary provisions. Supplementary provisions have the same effect as this contract

Subcommittee Translation of State Administration of Foreign Experts Affairs’ Contract of Employment Template

The State Administration of Foreign Experts Affairs (“SAFEA”) created a Chinese-language and English-language version of its Contract of Employment Template. However, the SAFEA English-language version does not include SAFEA guidance found in the Chinese-language version. The Subcommittee has provided a provisional translation of this SAFEA guidance in blue text below.

说 明

各有关用人单位需在申报“高端外国专家项目”（文教类）时提供工作合同（工作意向书），工作合同或意向书是国家外国专家局评审和资助的重要依据。

所附工作合同（工作意向书）文本仅供参考，各相关用人单位应根据本单位情况自行拟定工作合同（工作意向书），相关法律责任由用人单位承担。

Explanation

All employers are required to provide a contract of employment (letter of intent to work) in applications for “High-End Foreign Experts Program.” The contract of employment or letter of intent to work is an important foundation for evaluating and funding by the State Administration of Foreign Experts Affairs.

The attached contract of employment (letter of intent to work) text is for reference only. Each employer shall prepare its own work contract (letter of intent to work) according to the employer’s circumstances and be responsible for any related legal issues.

附件五

工作合同文本（工作意向书）

（仅供参考）

甲方（用人单位）

乙方（受聘专家）

根据中华人民共和国法律法规，双方在平等、自愿、协商一致的基础上
签订本合同（工作意向书）。

甲方_____（用人单位，以下简称“甲方”）

法定代表人：

联系人：_____职务：

办公电话：_____手机：

乙方(中文)____（外文）____（受聘专家，以下简称“乙方”）

国籍：_____性别：_____出生日期____年__月__日

护照号码：

居住国通讯地址：_____

电话：_____ 传真：

电子邮箱：

第一条 工作时间

本合同/意向书约定：2013年乙方在甲方_____部门工作__个月（或自2013年起乙方在甲方_____部门连续工作____年，其中2013年工作__个月，2014年工作__个月，2015年工作__个月）。

第二条 劳动报酬

本合同/意向书约定：

2.1、乙方完成约定的工作量（包括工作时间），2013年甲方将支付乙方劳动报酬_____元人民币（税前），2014年支付_____元人民币（税前），2015年支付_____元人民币（税前）。

2.2、甲方应按照中华人民共和国有关规定为乙方代缴个人所得税。

第三条 岗位职责（请用人单位根据情况自行约定）

3.1 甲方聘用乙方在____部门担任____岗位的工作。

3.2 乙方的主要工作任务是：

第四条 福利待遇（请用人单位根据情况自行约定）

4.1 乙方在甲方工作期间，除双方另有约定，甲方应按照中国《劳动法》有关规定，安排乙方执行标准工时制度，即乙方每日工作8小时，每周工作40小时。

4.2 甲方安排或者同意乙方加班的，应按照法律规定安排乙方补休或支付

加班工资。

4.3 乙方享受中国公民法定带薪节日休假。

第五条 权利和义务（请用人单位根据情况自行约定）

5.1 知识产权保护

乙方在甲方工作期间，在项目工作中所取得的知识产权，包括著作权、专利权、商标权等，其所有权归_____。

（建议甲乙双方根据工作范围和事项另行签订知识产权保护协议）

5.2 保密义务

乙方须遵守甲方相关保密规定，对甲方商业秘密及其他与知识产权相关的涉密事项进行保密。

若乙方违反保密义务，除赔偿甲方因此造成的损失外，应按照相关法律法规承担相应的法律责任。

（建议甲乙双方根据工作性质及实际需要商定保密范围和事项，另行签订保密义务协议）

5.3 竞业限制

竞业限制的约定不得违反法律、法规的规定。

（建议甲乙双方商定竞业限制的范围、地域、期限以及经济补偿和违约赔偿金额及相关责任，另行签订竞业限制协议）

5.4 侵害第三方权利的责任

本合同/意向书执行期间，如发生侵害第三方权利情形的，要按照甲乙双方的过错确定责任，并由过错方依法进行赔付。因乙方过错侵害第三方权利，而甲方为此先行赔付的，甲方可向乙方追偿。

5.5 其他义务

（1）甲方应按照有关规定协助乙方办理出入境、居留等相关手续，为乙方开展工作提供必要的条件，按时支付乙方劳动报酬，保障乙方的福利待遇

遇和正当权益，同时对乙方的工作进行考核评价和成果评估。

(2) 乙方应遵守中国法律、法规和用人单位的规章制度，按照合同约定的时间在岗工作，认真履行岗位职责，完成岗位工作任务，接受甲方的考核和监督。

(3) 建议甲乙双方明确约定甲方是否为乙方提供国际交通或国际交通补贴)

本合同/意向书一式两份，由甲方和乙方分别留存。合同/意向书分别用中、英文书就，两种文本内容完全一致，具有同等的效力。

甲方： 乙方：
法定代表人

(单位公章)

时间： 年 月 日 时间： 年 月 日

Contract of Employment/Letter of Intent

(For Reference Only)

Party A (Employer)

Party B (Employee)

According to the relevant laws and regulations of the PRC, both Parties, in line with the principles of equality, mutual agreement, and on a voluntary basis, agree to sign this Contract/Letter of Intent.

Party A

(Employer, hereafter referred to as “Party A”)

Legal Representative:

Contact Person: _____ Position:

Telephone: _____ Cell Phone:

Party B (in Chinese)_____ (in native language)

(Employee, hereafter referred to as “Party B”)

Nationality: _____ Gender:

Date of Birth: ____ (year) __ (month) __ (date)

Passport Number:

Address (outside of China):

Telephone: _____ Fax:

Email Address:

Article 1. Term of Employment

Party B ensures to work in Party A ___(Unit) for___months in 2013 (or from year 2013, Party B ensures to work for ___ years continuously in Party A, months in 2013, ___months in 2014, _____ months in 2015)

Article 2. Compensation or Salary

2.1 If Party B accomplishes his/her responsibilities (including the working time), Party A should pay_____RMB (before tax) to Party B as compensation or salary in 2013, pay_____RMB (before tax) to Party B in 2014 and pay_____RMB (before tax) to Party B in 2015.

2.2 Party A should help Party B go through tax-related procedures in accordance with the related regulations and policies of the PRC.

Article 3. Job Responsibilities (optional)

(Employers should agree based upon their circumstances.)

3.1 Party A employs Party B as _____ in _____.

3.2 Party B's job responsibilities are:

_____.

Article 4. Benefits (optional)

(Employers should agree according to their circumstances.)

4.1 Unless the two Parties agree otherwise, Party A will adopt standard working time for Party B in accordance with the Labor Law of PRC. That is to say, Party B will work 8 hours a day, 40 total hours each week.

4.2 If Party A asks Party B to work overtime or endorses Party B' s application for overtime work, Party A shall give Party B overtime payment according to the relevant laws and regulations.

4.3 Party B is entitled to have paid public holidays of China.

Article 5. Rights and Obligations (optional)
(Employers should agree according to their circumstances.)

5.1 Intellectual Property Protection

_____owns the copyrights of the works, inventions, patents and other intellectual properties produced by Party B during the Contract period.

(It is recommended that both parties sign an intellectual property protection agreement in accordance with the scope and content of the work.)

5.2 Confidentiality

Party B should obey the rules concerning confidentiality formulated by Party A. Party B is obliged to maintain confidentiality of Party A' s secrecy, including but not limited to trade secrets, issues related to intellectual properties, etc.

If Party B disobeys the confidentiality obligations, he or she shall not only compensate Party A for the loss but also bear the relevant legal liability in accordance with relevant laws and regulations.

(It is recommended that Party A and Party B agree on the scope and content of what should be confidential based on the necessity and nature of the work and sign a separate confidentiality agreement.)

5.3 Non-Competition Restriction

The non-competition restriction shall be determined according to the relevant

laws and regulations.

(It is recommended that Party A and Party B agree on the scope, geographical scope, time limit, and the amount of economic compensation and breach of contract compensation and related responsibilities, and sign a separate non-competition agreement.)

5.4 Liability for Violation of the Third Party's Rights

Should any rights of the third Party be violated during the Contract period, both Parties shall determine the responsible Party who will be liable for reimbursement. In the event that Party A pays for Party B's misbehavior, Party A shall be compensated by Party B.

5.5 Other Obligations

(1) Party A shall help Party B manage issues such as residence, entry and exit, etc. Party A should provide essential conditions to Party B in order to carry out joint programs, pay compensation or salary to Party B on time, ensure the benefits and rights of Party B when he/she works for Party A, and evaluate the work performances and contributions of Party B.

(2) Party B shall observe all relevant laws and regulations of the PRC, follow the rules and employment discipline formulated by Party A, start work on the prescribed date according to this Contract/Letter of Intent, fulfill the tasks assigned to him/her with high standards within the prescribed timeframe, and be subject to Party A's supervision and review of his or her working performance.

((3) It is recommended that Party A and Party B clearly agree whether Party A will provide Party B with international transportation or international transportation subsidies.)

There are two original copies of the Contract/Letter of Intent, which to be preserved separately by Party A and Party B. Each copy will be signed in duplicate in both English and Chinese with both texts being equally authentic.

Party A:

Legal Representative

Date:

(Official Seal)

Party B:

APPENDIX B

CHINA'S TALENT RECRUITMENT PLAN CASE STUDIES

**PERMANENT SUBCOMMITTEE ON
INVESTIGATIONS**

UNITED STATES SENATE



Chinese Talent Recruitment Case Examples

Individual M

A National Lab employee, Individual M, who accepted a joint appointment at a Chinese university as part of the TTP likely took National Lab intellectual property and patent information without consent of other laboratory scientists, in order to file a similar patent with Chinese collaborators. Individual M subsequently filed for a U.S. patent that overlapped with the design and claims of the patent held by the National Lab.

Individual N

Energy's Office of Intelligence and Counterintelligence conducted an investigation of Individual N that applied to the TTP while working at a National Lab. The investigation determined that Individual N was a supervisor at the National Lab and oversaw other TTP applicants who worked on sensitive but unclassified national security topics.

While employed at the National Lab, Individual N hosted dozens of other Chinese nationals, worked on numerous Energy funded projects, and visited multiple Energy labs. The individual hired at least four Chinese nationals and TTP participants, while at least eight others were known to be no-pay appointments paid for by other Chinese organizations. The investigation revealed a disproportionate collaboration with Chinese institutions, and the individual attempted to initiate official sharing agreements between the laboratory and a Chinese organization. Additionally, the investigation found that monitoring the group's work was complicated by the language barrier, the revolving door of personnel, and the somewhat insular nature of the group. A later review identified at least six projects designated as sensitive.

Individual O

Energy's Office of Intelligence and Counterintelligence investigated a post-doctoral researcher, Individual O, whom China selected for the TTP. The investigation determined that Individual O removed multiple gigabytes of unclassified data totaling over 30,000 electronic files from the National Lab prior to departing for China.

While employed at the National Lab, Individual O was selected for China's TTP. In support of the TTP application, the researcher obtained recommendation letters from U.S. colleagues and detailed some ongoing projects. Shortly after being selected for the TTP, the researcher took a professorial position in China. After Individual O departed for China, Energy discovered that the researcher uploaded multiple gigabytes of information including presentations, technical papers, research, and charts, from the National Lab network to a personal cloud storage account. Individual O told his or her prospective Chinese employer that his or her research area in the United States would play a critical role in advanced defense

applications. Individual O furthermore planned to leverage the Chinese university's strength in national defense and military research to support the modernization of the People's Republic of China's national defense. After returning to China, Individual O committed to keeping a close and collaborative relationship with several named research teams at the National Lab.

Individual Z

In early 2019, NIH contacted a medical school concerning three principal investigators with potential affiliations with the TTP, Chinese universities, and other Chinese government funded grant programs. The institution conducted an internal review and initially indicated that it did not identify any financial conflicts of interests. The internal review involved phone interviews and written questions and answers with the principal investigators at issue.

NIH, however, submitted additional questions concerning one of the principal investigators who told the institution that he or she never worked at Peking University and did not receive any funds from any talent recruitment plans. NIH sent the institution a screenshot of Peking University's website that identified the principal investigator as a "Professor" since 2012. NIH also sent the institution information indicating that the principal investigator was likely a TTP member. The institution later provided NIH with an affidavit from the principal investigator stating he or she never held a position at Peking. The principal investigator also told the institution that Peking University's web site must be an oversight as he or she never actually accepted the position. NIH then informed the institution that the principal investigator likely had a potential conflict as he or she maintained an active, unreported Natural Science Foundation of China ("NSFC") grant. The institution's representative wrote back to NIH: "Obviously concerning to us." Despite these violations of NIH grant policy, the institution allowed the individual to continue as a principal investigator on the NIH grant and NIH has yet to take any further action.

Individual X

In early 2019, NIH contacted a medical research institution concerning a principal investigator, Individual X. That individual also was publicly listed as serving in several positions at Huazhong University of Science and Technology. Additionally, NIH alleged that the principal investigator also worked on two active NSFC grants that Individual X did not disclose.

Subsequently, the institution conducted an internal investigation and stated that it may have failed to completely disclose [Individual X's] affiliation at Huazhong University of Science and Technology, funding from the National Natural Science Foundation of China, and the Chinese Thousand Talents Program, and foreign components of the awarded

projects in applications and progress reports which designate [Individual X] as the [principal investigator] or Key Personnel.

After the institution's inquiry into the individual's foreign associations, Huazhong University deleted the individual's online resume. The institution, however, asserted that the work did not overlap with past or existing NIH grants. Despite these violations of NIH grant policy, the institution allowed the individual to continue as a principal investigator on the NIH grant and NIH has yet to take any further action.

Individual Y

In early 2019, NIH contacted a hospital institution regarding alleged foreign support for an NIH-sponsored medical researcher, Individual Y. Individual Y worked at the institutions' Biomedical Informatics and Division of Biostatistics. The institution conducted an internal investigation and located a TTP contract signed by Individual Y. The TTP contract required Individual Y to "recruit three undergraduate students each year ... focus on recruiting 1-2 post-doctoral students each year ... [and] publish 12 papers in mainstream international journals."

The institution's internal investigation also discovered that in addition to being a member of the TTP on contract through 2020, Individual Y had faculty appointments at two universities in China: Jianghun and Wuhan. Individual Y also received a 2018 award from the National Natural Science Foundation of China. Individual Y also proposed using a U.S. data set for the NSFC-funded project. The institution did not disclose any of the sources of foreign support to NIH. The institution subsequently counseled Individual Y on the "importance of full and accurate disclosure."

NIH also identified potential conflicts of commitment. For example, NIH asked if the institution was aware that Individual Y "was spending 6 months a year in China working on this project?" The institution reported that it was not aware. As a corrective measure, the institution refunded to NIH Individual Y's salary draws for time periods where there was "most likely potential for effort overlap." NIH continues to investigate the alleged violations.

Individual 1

Individual 1 was a professor and researcher working in cellular and molecular physiology. Individual 1 is also a principal investigator who worked on an NIH Exploratory/Developmental Research Grant Award. On April 11, 2014, Individual 1 requested and received a one-year unpaid leave of absence starting in July 2014 to work at Tsinghua University.

Individual 1 joined Tsinghua Medical School as a recipient of a TTP award in July 2014. While working at Tsinghua Medical School, Individual 1 worked on developing special antibodies. Tsinghua provided Individual 1 with other special

opportunities, such as the ability to work with a distinguished Nobel Prize winner, the use of first-class technology and facilities, and access to the institution's renowned structural biology center. Individual 1 even received an award from the Chinese government that fully supported his or her research and salary at Tsinghua University from July 2014 to June 2017.

On April 6, 2015 Individual 1 requested and received extended leave permitting the individual to maintain a 50 percent appointment at the institution while working at Tsinghua University. The institution also granted permission for Individual 1 to continue to conduct research at the institution.

While Individual 1 was supposed to conduct all the work at the U.S. institution's facilities, Individual 1 directed some of the work to be done in China at Tsinghua University. Individual 1 did not submit a financial disclosure form to the U.S. institution in 2014 as required by the U.S. institution. The individual also did not disclose to the U.S. institution the salaries received from Tsinghua University in subsequent disclosure forms.

"The institution's internal investigation determined that it should have reported to NIH the possibility of collaboration with investigators at a foreign site that could result in co-authorship and should have provided a Foreign Justification attachment to Individual 1's award application." In addition, the institution failed to include Individual 1's Tsinghua University's position on supplementary reports and failed to report the continuing arrangement with Tsinghua. In response to repeated violations of NIH policies and TTP membership, the institution's only actions was to develop a remediation plan that required Individual 1 to file annual conflict of interest disclosures.

Individual 3

A medical school reported that a pharmacology and dermatology professor, Individual 3, potentially failed to comply with NIH policies requiring disclosure of outside research support and foreign affiliations or research components. Individual 3 has an NIH grant from the National Cancer Institute. On several publications, Individual 3 listed foreign support, in addition to his or her NIH support, and held affiliations with at least five Chinese institutions. None of the foreign support or foreign affiliations, however, were disclosed on Individual 3's NIH grant documents.

When questioned by the institution, Individual 3 said his or her publications included reference to support from the NSFC because he or she considered it an honor. Individual 3, however, also claimed that he or she received no financial support from the NSFC award for his or her NIH-funded, or any other, research. He or she also claimed that the aim of the project was different than the subject of his or her NIH award.

During its internal investigation, the institution found online reports suggesting Individual 3 was a Dean at Jiangsu University, participated in the Jinshan Scholars Program, and in the TTP. Individual 3 said he or she rejected the position and never participated in the alleged programs. Individual 3 also worked with three post-doctoral students on an NIH grant who held concurrent positions at Chinese institutions. Though these post-doctoral researchers did not list their foreign government support in co-authoring publications with Individual 3, these post-doctoral researchers' co-authors at their affiliated Chinese institutions listed Chinese government support.

As part of its response to this matter, the institution convened a Committee on Research Security and Conflicts of Commitment to make recommendations about how to secure research on its campuses and ensure that researchers' commitments supporting their research are not compromised by external relationships. The institution told NIH that it will also review all of Individual 3's grant applications for the next two years.

Individual 4

NIH contacted a medical research institution after identifying issues of potential willful non-disclosure of outside research support and relevant affiliations or foreign components. NIH found that Individual 4, who serves as the Principal Investigator on an NIH grant from the National Cancer Institute, may have willfully failed to disclose the following affiliations:

1. A distinguished professorship Zhejiang University;
2. Selection for the Chinese Talents Program;
3. At least two NSFC grants;
4. One National Key R&D Program of China grant;
5. One Shanghai Education Development Foundation "Shuguang Program" grant;
6. One Chinese Minister of Science and Technology grant; and
7. Two Department of Education of Jiangxi grants.

The institution did express concern that the Thousand Talents contract required Individual 4 to work "at least 9 months" in China from January 2014 to December 2018 while the individual was a faculty member at the institution. Further, the Chinese Talents Program contract required awards, patents, and projects during the contract period would be under the Chinese Institutions name. The contract also required the individual to resign from the institution by January 2019 and work full-time for the Chinese institution.

As part of its response to this matter, the institution prepared several communications to raise awareness across the university research community on the importance of fully reporting foreign components and relationship with foreign

collaborators as required by NIH police and other sponsors. The institution also revised help guides and business processes and outside interest disclosure forms to better identify the need for faculty to disclose outside relationships with foreign entities.

The institution, after conducting a preliminary investigation, told NIH that the only failure to disclose concerned was the affiliation with Zhejiang University. The other awards did not overlap with the NIH award. The institution did express concern that the Thousand Talents contract required Individual 4 to work “at least 9 months” in China. NIH continues to investigate the matter.

Individual 5

NIH contacted Individual 5’s institution after identifying issues of potential noncompliance regarding disclosure of outside research support and relevant affiliations or foreign support. Individual 5 serves as a principal investigator on a current NIH award from the National Institute on Mental Health. While working on the NIH award, Individual 5 also has a position at Guangzhou Medical University in China and holds at least two NSFC grants. Several of Individual 5’s NIH-supported publications were also supported by foreign awards, suggesting foreign collaborations. The grants and affiliations were not disclosed in applications to NIH. The institution, however, stated that research activities conducted in China as part of the consulting agreement did not overlap with the NIH application.

Circumvention of Export Controls

One other federal agency provided the Subcommittee with two additional case studies that are detailed below.

Case Study 1

Federal agencies discovered a previously unknown Chinese state-sponsored talent recruitment program co-sponsored by a Chinese government organization that conducts military research and development. The talent recruitment program appears to specifically target US academics who are experts in critical science, technology, engineering, and math (“STEM”) fields, as well as individuals with direct placement and access to federally-funded research in US academic institutions. Some identified US selectees of this talent recruitment program served as grant managers at a federal agency, making decisions on research grant awards, while simultaneously being employed and tasked by the Chinese government. These talent recruitment selectees allocated federal research funds to other US academics who were themselves selectees of the same and other Chinese talent recruitment programs. After several years another generation of talent program selectees were appointed to the same grant management positions with decision authority over federally-funded research grants. Based on this information, we assess that this state-sponsored talent program represents part of a coordinated effort on the part of the Chinese government to target critical STEM fields.

Talent program selectees have sponsored masters, doctoral, and post-doctoral students from Chinese universities with which the selectees themselves are associated, including People's Liberation Army ("PLA")-affiliated schools. Talent program selectees have accepted positions in Chinese universities, including adjunct or visiting professorships, advisors to research programs, and visiting lecturers. In some cases these talent program selectees may have contractual obligations to Chinese institutions and are being directed to sponsor or hire Chinese students from specific Chinese programs to work with them in their US-based labs on federally-funded research.

A review of Chinese students sponsored or hired by the talent program selectees found that many of these students come from labs and research programs that perform research with defense applications, including PLA-affiliated schools and research institutes, and civilian universities and programs that conduct extensive defense-related research. Many of these students have also received funding from state-run programs such as the China Scholarship Council that require researchers to return to China after the completion of their studies to facilitate the transfer of sensitive scientific know-how.

This trend also represents significant economic security concerns. A selectee of multiple talent recruitment programs sponsored Chinese graduate students to work in a federally-funded laboratory at a US university. The selectee then co-founded a China-based medical technology business together with the entrepreneurial component of another talent recruitment program and hired their former students. The Chinese business now competes with major U.S. companies.

Case Study 2

A Professor at a U.S. University who specialized in a critical, dual-use STEM field and was the recipient of numerous US government research grants was also a selectee of multiple Chinese talent recruitment programs and an "overseas professor" of a Chinese university. The professor directed a China-based laboratory performing applied military research and development. Instead of traveling directly to China to work at this laboratory, the Professor stayed in the United States and sponsored visiting Chinese students and scholars from the laboratory to study under the professor's guidance in the United States. This technique, commonly seen throughout the United States with talent recruitment program selectees, allowed the professor to pass dual-use research, and potentially export-controlled research, to China via the visiting students and scholars without having to physically leave the United States. Many of these visiting students and scholars were not only affiliated with the Professor's Chinese laboratory but they were directly affiliated with research and development organizations involved in China's military modernization efforts.

Conclusion: The cases described above are just two examples of identified talent program selectees and their activities that undermine US national and economic security. Some of this activity may violate U.S. law in areas such as grant fraud, computer fraud, misuse of public resources for personal financial gain, or illegal supplementation of a federal salary. Additionally, some of the activity may not be illicit in nature, but involve conflicts of interest or commitments and/or violations of federal research grant terms and ethical or research integrity codes of conduct. Lastly, it is unknown the extent or scale of China's efforts to incentivize, employ, or task individuals in the U.S. through these talent recruitment programs or similar state-sponsored mechanisms.

CHINESE TALENT PLAN CONTRACTS VIOLATE U.S. RESEARCH VALUES

“Shall observe relevant laws and regulations of the People’s Republic of China and shall not interfere in China’s internal affairs.”

“Intellectual property rights...including copyright, patent rights, trademark rights are owned by [the Chinese institution].”

“When you are not in China, your laboratory here will be overseen by [a China-based researcher].”

“You will perform much of your work remotely.”

“Serve in positions such as judge, reviewer, and expert in domestic and international research groups.”

“Focus on recruiting 1-2 post-doctoral students each year.”

“It may be difficult to avoid comingling the results of your work.”

Shall not “disclose [the contract] to unrelated parties without consent.”