



AMT

**The Association For
Manufacturing Technology**

Over 100 Years of Building Global Productivity

美国机械制造技术协会上海技术服务中心

会员手册

PARTICIPANT'S MANUAL

AMT SHANGHAI TECHNOLOGY AND SERVICE CENTER (STC)

AMT CHINA

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What's New in AMT Shanghai Tech Center?

In 2011, AMT Shanghai Tech Center (STC) continues enhancing its “hand-on” business services to help STC members on Market Promotion, HR/Logistics/field services, Patent & Trademark, and Legal reference.

1. **Market Promotion**

- A. **Group Advertising** -- STC offers members Group Advertising in the major Aviation, Automobile, Machine Tools, and Appliance magazines. It is similar to the result of “American Pavilion” but in the magazines, all American advertisements will stand out as a group. The special AMT discounted price per page is about \$400 each time. (Contact: kevinfeng@amtchina.org)
- B. **STC “Bookstore”** at small/regional shows – AMT has the pavilion in the major machine tools shows. But there are still many small/regional machine tool or Power Train exhibitions in China. To best utilize the small/regional exhibition to promote STC member companies, STC will exhibit hard copies of all 104 members’ brochures at the STC booth in the small/regional shows. AMT members are also welcome to neighbor/merge their booth with STC booth. (Contact: kevinfeng@amtchina.org)
- C. **Touch Table** – is an index system with the Bios, Products, and Pictures/Videos of all STC member companies. The Chinese customers can easily find the AMT member company’s information in the Touch Table that is located in the front of the STC booth at exhibitions. (Contact: ninawang@amtchina.org)
- D. **STC website** – launch on 2011. It is a virtual Tech Center on the Internet. It has many virtual exhibition shops for each STC member who can upload their news / bios / pictures / videos into their shop. The new STC website will be merged with the existing AMT China website to further promote all AMT members in China. (Contact: ninawang@amtchina.org)

2. **HR Services**

- A. Minimum service period after each training in the U.S.A. – This is an attachment of labor contract, which will keep employees finishing two years service after received each training in U.S.A. (Contact: williamzhang@amtchina.org)

3. **Logistics Services**

- A. **Bonded Spare Parts Warehouse** in Free Trade Zone – Enhanced in 2011 to offer quicker delivery and reduce costs. It will offer same day delivery of parts to your customer in China. Your engineer can “borrow” more parts, and return un-used parts back to the warehouse after the trip. Furthermore, these bonded parts can also be delivered to other Asian countries quickly.

4. Field services

- A. STC will add one more service engineer in 2011 to satisfy the ever-increasing demands from members for after sales service. (Contact: simonsun@amtchina.org)

5. Patent & Trademark and Legal reference

- A. Help to AMT members to protect their Intellectual Property Rights. We mainly focus on the STC members' Internet Domain Address (www.?????.com.cn), Trademark registering in China, and Applying Patent in China. (Contact: harryxiao@amtchina.org)
- B. STC recommends the third party of local law firms for IPR protection.

6. AMT Policy changes

- A. New STC participants will join at the annual participation fee of \$10,535, starting with Year One. (Those already signed up will pay Years One and Two as per the agreement in effect when they signed up.)
- B. The Field Service rate for 2011 will be \$320 per day, plus travel expenses, to help cover the costs of existing and expanded service support capabilities. There will still be no charge for members or their Chinese customers for phone assistance.
- C. All proxy hire and escrow accounts will have added a 6% management and maintenance fee, starting in 2011, to help offset annual operational maintenance and audit costs.

AN INTRODUCTION TO AMT STC

Welcome to join AMT STC-AMT Shanghai Technology and Service Center (hereafter referred to as STC). As a new participant member, please read Appendix 1 carefully and offer the listed information to us for jump-starting your business in China.

STC in Shanghai, China is a WOFE of AMT - the Association for Manufacturing Technology.

AMT Members can participate after signing the Participant's Agreement document. Membership fee is billed at \$10,535 per year. AMT is a not-for-profit operation, and if annual fees ever exceed annual expenses, members will receive rebates for the difference.

STC Address:

1F, Bldg36#, 458 North Fu Te Road
Waigaoqiao Free Trade Zone
Shanghai 200131,
P.R. China

Tel: 011-86-21-58682809

Fax: 011-86-21-58682803

Website: www.AMTChina.org

E-mail: info@amtstc.org

Directions to STC

STC is easily accessible from two airports and the Shanghai downtown area:

1. From downtown area by Metro Line #6

Take Metro Line #6 to Gate 4 of Waigaoqiao Customs (Hangjin Road Stop). Enter Gate 4 of the Customs, turn right, go forward 50 meters to China International Commodity Center (471 Fu Te Xi Yi Road). Turn left, and continue about 200 meters to STC.

2. From downtown area by bus #971:

A) Take Bus 971 (major stops: Lujiazui Metro Station, or Oriental Hospital, or No. 7 Hospital) to Qiu Xia Road (Gate 4 of Waigaoqiao Customs).
Enter Gate 4, following the above instructions.

3. From downtown by Car/taxi:

(It will take about one hour by car from downtown to STC)

Drive through Yang Gao Road to Gate 5 of Waigaoqiao Customs. Enter the gate, go straight forward, and turn left at the third traffic light to take Fu Te Road. Go directly passing

a bridge. Turn left at 150 meters after passing the bridge to arrive at STC (458 North Fu Te Road).

If driving from Yang Gao Road to Gate 4, please follow the above instruction 1.

Direction Map of STC

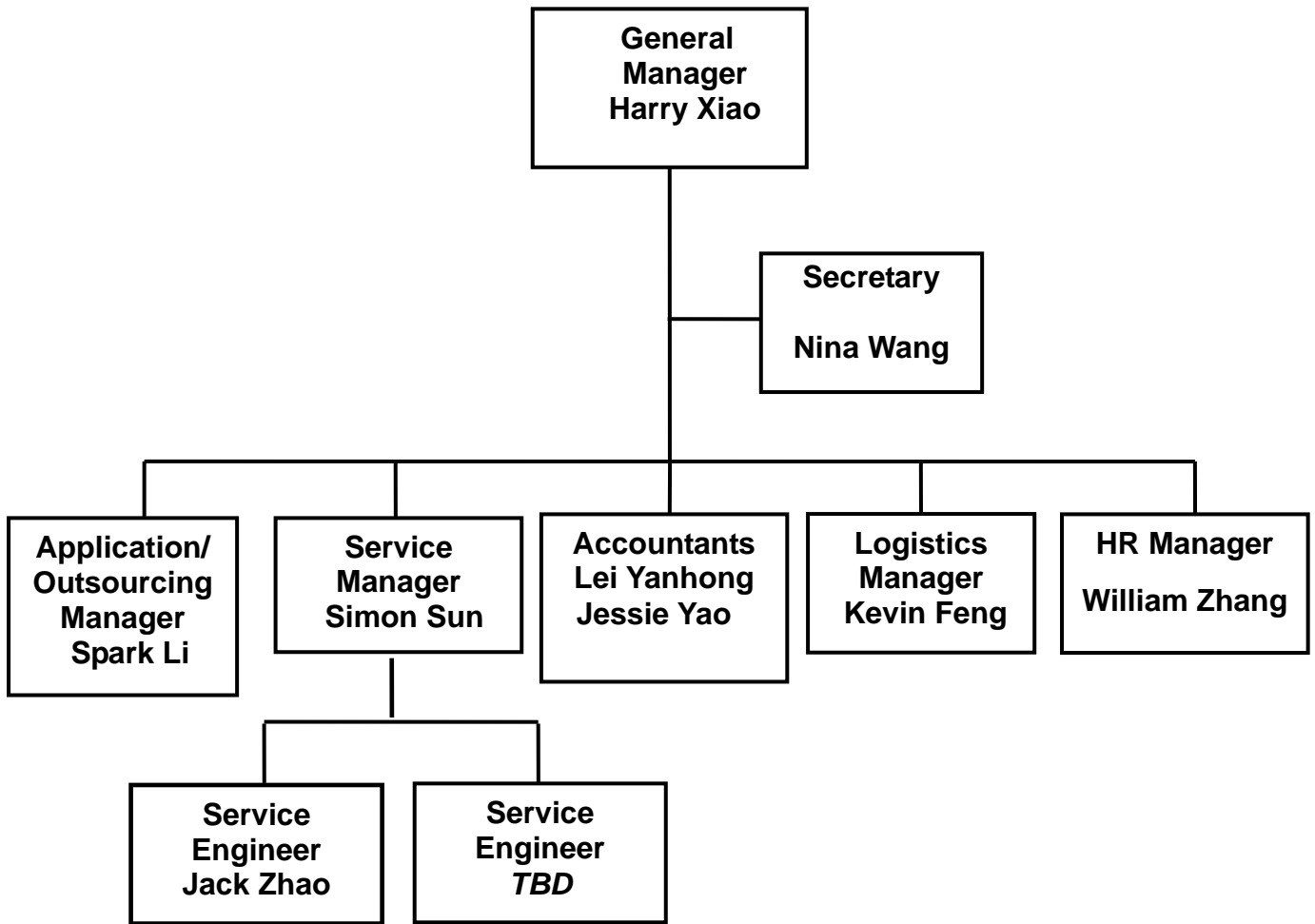


STC working hours:

Monday to Friday: 9:00am -5:00pm (excluding Chinese holidays)

During weekends and holidays, Members need to make appointments with STC in advance to use STC.

Organization Chart of AMT STC



WHAT AMT STC CAN DO FOR MEMBERS

OUTSOURCING (Spark Li)

1. Services provided to AMT members
 - A. Outsource Supplier recommendation: STC recommends 2-3 qualified suppliers to the Member Company based on member's parts drawings and technical requirements. This service takes 2-3 weeks.
 - B. Quotation: STC gets price quotations for parts and components from suppliers based on the parts drawings, technical requirements and materials offered by members. For each group of parts, STC will get the quotations from 2-3 suppliers. This service takes 3-5 weeks.
 - C. Coordination: STC will help to coordinate communications about part drawings, materials and manufacturing process between suppliers and the Member Company. If necessary, STC's staff will accompany members to visit potential suppliers, based on availability.

2. Process
 - A. The member company who asks this service should send a written request to STC by either email or fax. After receiving the request, STC will answer the member within three working days with information on how to go forward.
 - B. Information needed from the members
 - a) Parts drawings based on the metric system
 - b) Materials
 - c) Technical requirements, including accuracy/tolerance and heat treatment
 - d) Quantity
 - e) Others
 - C. Quotation: The outsourcing manager of STC will work with the suppliers on the member's behalf and will get quotations from 2-3 suppliers for each group of parts.
 - D. The member needs to discuss directly with the suppliers issues such as delivery, contract, and product quality control. STC does not get involved in making new drawings, placing sales contracts, or inspecting the quality of products.

3. Cost
 - A. The STC outsourcing service is free of charge to the participating members, although members need to pay for travel, meals, and hotel if they ask STC's staff to travel with them.

4. Other: STC also offers customized outsource service to participants.

AFTER SALES SERVICE SUPPORT (Simon Sun, Jack Zhao)

1. Services provided to STC members:
 - A. Machine installation, commissioning and field service support
 - B. Courtesy visits on behalf of the members¹
 - C. Accompanying members to visit customers
 - D. Proofreading of English/Chinese translation (product catalogues and operation manuals)

2. Process
 - A. The member company should send a **written request** to STC by either email or fax to request a particular service. For scheduled projects (for example: machine installations), please book AMT engineer(s) time with the details ASAP and confirm the schedule when the project is firm.
 - B. Information needed from members:
 - a) Necessary technical documents (maintenance manual, including hydraulic and electric drawings)
 - b) Special tooling and software
 - c) Detailed contact information of service manager of the member company (phone, fax and email)
 - d) Contact information of the customer, including company name, address, phone, fax, person in charge and a rough description of the problems.
 - C. Services:
 - a) STC will estimate about how many service engineers will be needed and how long will it take to fix the problems, and then send this information to the member for confirmation.
 - b) Once getting confirmation from the member, STC will send the service engineer(s) to the customer for field service support.
 - c) Reporting the results to the member
 - d) Sending service bills to the member

3. Cost
 - A. Field service (including Installation, commissioning and field service):
 - a) US\$ 320 per day, plus air tickets, meals, hotel accommodation, and ground transportation.
 - b) Overtime hours, in excess of eight (8) hours, or weekends' hours, will be billed at one and one-half (1½) times of the normal rate.

¹ Courtesy visit means that the service visit will be paid to those customers who have already installed or repaired products or attachments from member companies

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- B. Courtesy visit²
 - a) US\$ 40 per day, plus air tickets, meals, hotel accommodation, and ground transportation.
 - C. Proofreading of translation is free of charge.
4. Qualifications of service engineers at STC:
- A. Mechanical engineer
 - a) Our mechanical engineer- Mr. Simon Sun has more than 24 years of working experience for machine tool maintenance, with a good knowledge of hydraulic and mechanical troubleshooting. He is also familiar with various types of machine tool structures. He has been trained by 18 AMT member companies in the US.
 - B. Electrical engineers
 - a) Our electrical engineer- Mr. Jack Zhao has more than 11 years of working experience for various kinds of machine tools maintenance. He is familiar with FANUC, MITSUBISHI series of controller and SIEMENS and ALLEN BRADLEY of PLC programming. He has been trained by 18 AMT member companies in the US.
5. **Note:**
- A. Please store accessories or spare parts in STC for supporting quick field service. Please read the part regarding Logistics and Exhibition for instructions.
 - B. Please also offer the special tools for your machine, such as PLC controller software, light curtain, and servo valves for troubleshooting/repairing quickly.

LOGISTICS & EXHIBITION SERVICE (Kevin Feng)

AMT STC Logistics Policy:

1. *AMT is a non-profitable organization, so we could **not be involved** in Members' business including logistics business. If the member company does not have a logistics company to provide the logistics service, STC can recommend one to you; all the obligations and rights which relate to logistics are between logistics company and member company only; AMT STC will not take any responsibilities.*
2. *For international machine shipping, AMT recommends that you use Schenker's service, including shipping from USA to a China , or from China to USA;*
3. *For domestic logistics services, including transporting the machine from the China port to STC, or from STC to a China port, or exhibition shipment and other domestic logistics services, STC recommends that you use SHANGHAI ZLONG INTERNATIONAL FREIGHT FORWARDING AGENT CO. , LTD. or one of its subsidiary companies.*

1. STC provides the following services:

A. Demo your machine at AMT showroom:

STC has 1,000 square meters of excellent exhibition space for AMT members to demo machines and equipment. In principle, STC allocates space for the participants, one demo machine per Member, based on "first come, first served" policy.

The exhibition area is equipped with air conditioners, 380V, 250KVA power supply, compressed air (110 psi), and 24 hour security for your machines, please read Appendix 2 carefully.

B. Sales promotion

- a) STC has two conference rooms. It is an excellent opportunity for members to put their products/application posters on the wall of these rooms. The size of posters should be 860mm x 620mm. STC can help members make posters, but charges will be at the member's account.
- b) AMT China has an information booth at most machine tools shows and exhibitions. Members can take full advantage of these opportunities to promote their products and services. Please provide STC with product catalogues and posters. We will put these catalogues/posters on STC information booth in the shows.
- c) AMT China publishes "AMT China News" paper quarterly. STC welcomes Members to send us articles showing the latest technology or new development.
- d) For preparing the promoting materials for members in China market, AMT China also needs your company logo with high resolution and product photos (resolution higher than 300dpi)

C. AMT STC storage room:

- a) STC has 70 m² of stock room where the members can store their demo machine

accessories. Please register parts in/out from the storage room every time. Read Appendix 3 for more information.

- b) If you want to store more machines in China for quick delivery, AMT China can also help to recommend a third party warehouse that is also located in a bonded area of Wai Gao Qiao F.T.Z.
- c) For spare/warranty parts storage, AMT China will recommend the third party bonded warehouse in Wai Gao Qiao F.T.Z.

D. Logistics service:

- a) Freight forwarder recommendation
- b) Coordination of Customs clearance (working along with the designated freight forwarder)
- c) Machine “borrow out” service: STC can help Members to “borrow out” their demo machine at STC to attend exhibitions/shows in China.
- d) Currency converting through a third party of import/export agency (In the Member Company business transaction based on RMB, STC can recommend a third party company to do the currency converting from RMB to USD.) There is a 1% fee charged by the third party provider.

E. Participation in exhibitions/shows

- a) The Member Company sends a request to participate in a local exhibition to the STC logistics manager.
- b) STC will recommend qualified logistics service providers to member companies for machine shipment.
- c) Logistics service providers prepare proposals and quotations.
- d) The Member Company selects the Logistics Company and signs the logistics service contract.
 - Designated Logistics Company completes relevant Customs Clearance requirements for the member company.
 - Logistics Company ships the machine to the exhibition venue
 - The member company takes care of the machine during the show.
 - The machine is shipped to an appointed place based on the Member Company’s instruction after the show.
 - The Member Company pays relevant cost to logistics companies.

2. Shipping Process

A. Shipping the demo machines and parts to AMT STC

(We recommend Schenker for international shipping, and the local logistics companies for China domestic shipping.)

- a) Before shipping machines or parts to STC, the member needs to inform STC of the dimension, volume and weight of the machines.

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- b) STC recommends at least two freight forwarders (with qualification certificates) as candidates who have been authorized by Chinese government to do Customs clearance. STC will ask them to prepare proposals and quotations for the shipment.
 - c) The member signs the logistic contract with selected the freight forwarder.
 - d) The Member sets up the shipping date and provides the selected freight forwarder with all documents for customs clearance.
 - e) After finishing the whole procedure, STC will set up a record file for the machine and spare parts received.
 - f) For detailed shipping instruction, please refer to Appendix 4.

B. Spare parts/Warranty parts distribution

Members can use the third party logistics company to start Spare parts/Warranty parts distribution in China. This service is suitable for delivering the spare parts/warranty parts to your customer, such as low value, small quantity and high frequency in shipments spare parts, electronic components (with “CCC” certification) and raw materials.

Process:

- a) Inform STC and the logistics company first by starting with a detail parts list (logistics contract signing, quotation confirmation, and etc.)
- b) Ship all the parts to the Free Trade Zone (F.T.Z.)
- c) Bonded customs clearance will be done item by item when parts are stored at a logistics warehouse.
- d) Before parts are delivered to customers, complete customs clearance, pay duty and VAT.
- e) Pick up and send the parts to the customer by logistics company.

3. **Warning Note:**

- A. We strongly recommend that Members purchase **insurance** for their machines/parts during the transportation or storage/demo at AMT STC.
- B. Upon receiving a machine/equipment delivery, if the packaging appears damaged on the outside, please REJECT the shipment and inform the forwarder or insurance company at once.
- C. For speeding up the China Customs clearance/inspection process, STC suggests packing your machine and its accessories (installation tools, gages, and other devices) in separate boxes; and not mixing the list of machine and its accessories.
- D. Before shipping field installation tools box and other repair tools/instruments, please discuss with STC the best logistics plan.
 - a) If the box will stay in China permanently, we suggest you clear customs and pay the import duty.

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- b) If the tool box will be returned back to USA, the box should use the “bonded clearance” when it enters into China.
 - E. AMT STC recommends to member companies a third party company to help members with paying business transactions, such as field service cost, parts replacement cost, logistics expenses, booth expenses etc.

HR SERVICE (William Zhang)

When the Chinese New Labor contract law took effective in 2008, which emphatically protects employees' profit , for helping your operation , STC has enhanced the candidates' qualification verification by adding Double Interviews, Personality Test, Background Checking, Physical Exam, and Training Contract to protect your interests as an employer.

1. Service provided to participating STC members:
 - A. Candidate search
 - a) Candidate recruiting through HR web site
 - b) Candidate recruiting through AMT database
 - c) Candidate searching through AMT HR network
 - d) Candidate recruiting through local Universities
 - e) Candidate recruiting through Headhunters (subject to extra charge)
 - B. Employment: STC proxy hires/terminates employees on behalf of the Members
 - C. HR management: Entrusted by members, STC signs labor contracts and sets up social insurance accounts for member's employees.

2. Process
 - A. Job description
 - a) The Member Company who asks for this service must send a written request to STC by either email or fax.
 - b) The Member should provide STC with a job description and qualification requirements for their open positions.
 - B. Job questionnaire (See Appendix 5)

The Member should fill in the HR searching questionnaire sheet that STC sends to them after STC receives the job description.
 - C. Resumes and STC interview report of each candidate will be sent to Members
 - a) STC goes through Candidate Search Process.
 - b) HR Manager of STC will screen up to five qualified candidates within one to three months. STC will offer candidate reports (See Appendix 6), with resume, English level, skills, and tech background.
 - D. The Member interviews candidates
 - E. Personality test (MAST), Physical exam and Reference check
 - a) HR Manager of STC arranges the Personality test (MAST) and physical exam for selected candidates, and forwards the result to the Member;
 - b) STC checks the candidate's reference and all certificates: employee's ID; College Diploma; Labor register book; Job resign letter (with previous employer signature,

call his/her previous boss, etc), and offers Reference checking report to the Member.

F. Job offering letter

The member discusses salary compensation plan and social insurance package with the elected employee and prepares a JOB OFFERING LETTER

(Refer to Appendix 7)

a) Mandatory items

- Labor Contract and probation period (AMT suggests a one year labor contract with a two month probation period).
- RMB600,000 of liability (for accident) insurance coverage (it costs about RMB 3,000 a year)
- Social insurance: It mainly includes pension insurance, medical insurance, unemployment insurance, and housing funds. In China, social insurance is borne by both employer and employee. In Shanghai, the employer's share of social insurance is:
 - ✓ If employee's salary is higher than RMB 10698, monthly social insurance is capped at RMB 10698 x 44%;
 - ✓ If employee's salary is lower than RMB 10698, monthly social insurance should be employee's actual salary x 44%;

The salary cap for the calculation of social insurance in 2010 is RMB 10698 per month for Shanghai resident. (The other cities vary.)

- b) Optional items: (decided by the member and employee) Car or housing allowance, bonus, commission, laptop, cell phone, business travel expenses, etc. should be agreed by both employer and employee. These optional items should be listed in the job offer letter but not in Labor Contract.

G. Employment Representation Agreement (ERA)

The member signs Employment Representation Agreement (ERA) with STC (Refer to Appendix 8). Please send the original ERA to Ms. Kathy Milks at AMT U.S. Office and one copy to STC.

H. Escrow account

The member can open an \$8,000 escrow account at STC for its employee's salary, social insurance, accidental insurance, travel expenses and bonus.

I. Labor contract

After opening the escrow account in STC, STC will sign the "Labor Contract" and proxy hire the member's employee (refer to Appendix 9) on behalf of the member.

J. Renewing or terminating labor contract

STC will send members a reminder notice two months before labor contract expires.

- a) If terminating the labor contract, the member needs to provide STC with
- Contract termination letter

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- Date of Termination
 - Sufficient reasons for termination
 - Compensation confirmation stipulated in Labor Contract.

b) If extending the employment, the member needs to inform the STC to renew the contract with all changes.

K. Training & Minimum Service Period Agreement

This agreement is the attachment of labor contract, which will require the employee to complete two years of service after he/she received training in U.S.A. This agreement will protect employer's training investment. (Refer to the bottom of Appendix 9)

3. Cost: STC HR searching service costs US\$1,000 per position (after members receive up to five qualified candidates' resumes per position, or hire the recommended candidate).

ACCOUNTING (Lei Yanhong, Jessie Yao)

The new employees of the Member Company should have a personal bank account in the Industrial & Commercial Bank of China to receive the salary and expense reimbursement. If the employee goes to USA for training, he/she also needs to apply for an international credit card.

1. Services provided to AMT members
 - A. STC members can open an Escrow Account at STC to support their employees in China.
 - B. Entrusted by members, STC will reimburse itself from time to time for costs and fees actually incurred by member employees, including employee's salary, social insurance, traveling advance and travel expenses.
 - C. Providing member with a monthly escrow account statement.

2. Process
 - A. Open Escrow Account
After signing Employment Representation Agreement between the member and STC, STC will open an Escrow Account for the member at STC.
 - B. Wire Transfer
The member wire transfers the money as deposit into its Escrow Account at STC. If member employees work in STC, the deposit should be \$8000. With Escrow Account a member can make more efficient use of its money and eliminate most wire transfer fees. If a member ever decides to leave the STC, its escrow money will be refunded in full.
 - C. Pay the China employee
Under the Member's instruction, STC pays for costs and fees actually incurred on time, including member employee's salary, social insurance, traveling advance, other expenses stipulated in the Labor Contract.
 - D. Account Statement
STC will send the member a monthly account statement so that the member knows the balance of their Escrow Account. The member is required to replenish the deposit in a timely way to maintain the balance which can guarantee member's continued operation. In principle, STC stops any payment if balance of members Escrow Account is below zero.

3. Means of payments
There are two means of payment for members sending their deposit or replenishment to the Escrow Account at STC.
 - A. If members pay in US Dollars, here is the info of the bank account of AMT STC

(Shanghai) for wire transfer:

Bank: Industrial and Commercial Bank of China Shanghai Branch, P.R.C.

STC Account Name: American Manufacturing Technologies (Shanghai) Co., Ltd

STC Account Number: 1001192309148014879

Swift Code: ICBKCNBJSHI

- B. If members pay in RMB, please contact Jessie Yao (Jessieyao@amtchina.org), STC Accounting, for China invoice, STC RMB account number, and bank.

4. Important Notice

- A. The member should be aware that a bank fee or deduction by intermediary bank can occur when wire transferring money to the Escrow Account at STC. Generally the bank fee will be around \$25. This cost will be borne by the member company. STC will credit the member account based on actual money received.
- B. All proxy hire and escrow accounts will have added a 6% management and maintenance fee, starting in 2011, to help offset annual operational maintenance and audit costs.
- C. STC is defined as a trading WOFE in China. All money STC receives from members is treated as business income, which is taxable with 5.35% business income tax that also including the new “Urban maintenance and construction tax”、 “Educational Surtax” and “Local Educational Surtax” . Therefore, STC will pay tax based on actual monthly expenses occurred by member’s employees at STC on behalf of the member company.

Warning

The member company is not allowed to use its Escrow Account at STC for its business transaction. (This is the law) Import duty, logistics expenses, bidding fees, Ad costs, gift costs, business entertainment allowance are forbidden to pay through AMT STC. AMT STC **can not** collect maintenance costs and sales money for members, too; the members’ escrow account should **only** be used to pay for their China employee’s salary, social insurance, and traveling advance.

- D. Managing the member’s Escrow Account at STC. Disbursements from the member’s account can be controlled by either of the following methods:
- a) Controlled by the designated manager at member’s US office providing approval prior to withdrawing money from member’s Escrow Account.
- b) Empowering member’s employee at STC to withdraw funds from the member’s Escrow Account at STC. (A formal notice is required.)
- E. The STC proxy hired employee of the member company at STC will be reimbursed only by having official invoices recognized by the Chinese taxation bureaus. The employee of the member company is required to follow the rule and fill in the “Expense

Report Form” that is available at STC’s Accounting Department. This enables STC to complete yearly audit procedures, and compliance is mandatory for all participants.

F. Refer to Appendix 10 the rule for reimbursement of expenses.

ADMINISTRATIVE SERVICE (Nina Wang)

1. Services provided to the members:
 - A. Letter of Invitation (LOI) for China VISA application
 - B. Local hotel reservation
 - C. English/Chinese translation (We contract professional translation companies), and printing brochures/catalogs
 - D. Car rental
 - E. Training room and conference room reservations
 - F. Travel schedule arrangement
 - G. Seminar or training arrangement

2. Process
 - A. Letter of invitation:
 - a) In order to prepare the formal Letter of Invitation for members, we need the following personal information from members:
 - A color picture of the valid passport's main page including Name, Passport number, Issue date, Expiration date, Authority and Birth date(300 dpi higher is recommended)
 - Company name
 - Job Title
 - Contact info (phone number, fax number and email address)
 - A brief introduction of the applicant including the records of previous visits to China (please write down the dates and brief description of activities)
 - Purpose of visit
 - Arrival and departure dates
 - Visa types
 - b) Within five working days after receiving above personal information, STC will issue a Letter of Invitation to members by either fax or email
 - c) Once receiving Letter of Invitation, we suggest the member goes to the Chinese Embassy or Consulate in the U.S. for a visa application. For more detailed information about the process of application, please visit web site, www.china-embassy.org.
 - B. Local hotel reservation
 - a) The information needed from members
 - Guest's full name
 - Budget for room and room type (1 or 2 beds, smoking or non-smoking, standard or executive)
 - Arrival and departure dates

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- Airport pick up service or not
 - Room guarantee after 6:00 pm or not (for this request, hotel might need your credit card for guarantee)
- b) STC will send the confirmation number and information about the hotel to the member after receiving the confirmation letter from the hotel.
- c) We have the **corporate rate** at five star hotels (Purple Mountain and Crowne Plaza Hotel). Members should offer the above information to STC one week in advance before visiting China.
- C. Translation of brochures/catalogs
- a) Normal translations can be accomplished in one week. If the member needs faster service, there will be an extra charge. The translation fee will be paid by the member
- b) The process of translation as below:
- Translation request received from the member
 - STC engineers check the material
 - The material is sent to a translation company
 - Getting quotation from translation company
 - Members confirmation of quotation
 - Translation
 - Proofreading by an STC engineer (if asked)
 - Making payment by members
- c) To improve accuracy of translation, members should offer the contact info of relative technical engineer to STC.
- d) We also offer the brochures/catalogs printing service:
- 40% saving on printing cost
 - No international shipping cost
 - Directly mailing your catalog to customers when we receive the request
 - Dispatching your catalog in STC's information booth in China machine tools' shows.
- D. Car rental
- a) The member informs STC one week in advance.
- b) The information needed from members
- Requested car type
 - Starting and ending dates
 - Within City or outside of City
 - Making payment by members
- E. Training room and conference rooms reservation
- Please inform STC one week in advance.
- a) Training room

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- The information needed from members
- Starting and ending dates
 - Number of guests
 - Equipment needed (overhead projector, etc.)
 - Beverages which need to be ordered (at member's account)
 - Meal arrangements (at member's account)
- b) Conference room reservations
- Starting and ending dates
 - Number of guests
 - Special requests such as beverages, paper, pens (at member's account)
- F. Travel schedule arrangement
- a) The information needed from members
- Visitor's information (full name, passport number, birth date)
 - Your purpose in this visit
 - Budget for hotels, air tickets
 - Arrival and departure dates
 - Activities: Industries and/or companies and/or shows, which you plan to visit in China
 - Special requests such as car rental, interpreter, etc. (at member's account)
- b) The member should notify STC one month ahead.
- G. Seminar or training arrangement
- a) The information needed from members
- Invitee information (full name, telephone number, fax number, email address)
 - Training materials
 - Draft of training or seminar schedule
 - Budget on all costs including hotel reservation, car rental, gifts, beverage
- b) The member should inform STC and offer the above information two months ahead.

3. Cost: There is no cost for this service.

APPENDIX

Appendix 1 The “Hot Line” Between Us

A. Contact information which I need from you

Key contact persons in your company	Contact info			
	Name	Email Address	Fax number	Telephone number
Your Secretary/Assistant				
Your Asian Market Manager				
Your Financial Department Manager				
Your HR Manager				
Your Logistics Manager				
Your China Sales Manager				
Your After-Sales Service Manager				
Your Outsourcing/Purchasing Manager				

Attention: Do you want us to copy you on emails when we contact your relative person to deal with STC services? Yes () No ()

B. Advertisement Materials

	<i>Items</i>
□	<p>Offer the following company information to Nina at STC.</p> <ul style="list-style-type: none"> ·Company name/ address/ Website ·Company logo (higher than 300 dpi is better) ·Company profile ·Pictures of main products or applications (higher than 300 dpi is better) · Videos of products, process, and illustrations in MPEG format <p>This information is used for the Touch Table for local shows and STC website. You can update your information at any time.</p>
□	<p>Give company poster (size: 860mm X 620mm) to Kevin at STC. The information should include:</p> <ul style="list-style-type: none"> ·Company Logo ·Main products and applications ·Contact info <p>STC can help you with printing in China. The cost can be paid by the member's account; the estimated cost is under RMB 100.</p>
□	<p>Send 20 copies of Literature/ catalogues/ brochures/ flyers to Kevin at STC.</p> <p>Please contact the Logistics person at STC for shipping instructions.</p>
□	<p>Send company ads to Nina at STC quarterly. The ad information will be published in the AMT China News. The information should include:</p> <ul style="list-style-type: none"> ·Your company logo with higher resolution for AMT China news. ·Your company description (including main products. If possible, we prefer it be submitted in Chinese for accuracy.) ·One picture for AMT China News (High resolution, 300 dpi for better, size :4 "x6") ·New company developments in China such as new products, new applications, new China office or WOFE, main personal changes happening in your company, your company relocation, etc.) ·Anything else, which you wish to publish.

C. Key Services what we offer to you

Catalog of services	Service Description	Contact Person	Email Address
Overall Services	General Manger of STC	Harry Xiao	harryxiao@amtchina.org
Market Promotion	a) Printing Business cards, Brochures, Posters, Post cards etc. We also help on English/Chinese translation and art designing. b) STC Group Advertising/ News release in major magazines and in AMT China Newspaper. c) Help on having an open house/training in STC. d) Publish 6,000 AMT China Newspaper quarterly e) Exhibit in local shows. f) STC website has the “shop floor” on internet for each Member.	Kevin/Nina	kevinfeng@amtchina.org/ ninawang@amtchina.org
Administrative	a) Offering Letter of Invitation (LOI) for China visa application b) Hotel room/flight reservations c) Travel arrangements, etc.	Nina Wang	ninawang@amtchina.org
HR	a) HR searching and management	William Zhang	williamzhang@amtchina.org
Logistical/Exhibition	a) Logistical service (including import/export consultation, freight forwarder recommendation, coordination of Customs clearance and participation in local shows) b) Bonded storage through third logistics company	Kevin Feng	kevinfeng@amtchina.org
Outsourcing	a) Supplier/manufacturer recommendations b) Price quotation c) Coordination between STC members and their vendors	Spark Li	sparkli@amtchina.org
After Sales Service	a) Machine installation, commissioning and field service support	Simon Sun/ Jack Zhao/	simonsun@amtchina.org/ jackzhao@amtchina.org/
Financial	a) Your escrow account management with monthly account statement b) Managing your employee’s salary/social benefits/accidental insurance/travel reimbursement.	Lei Yanhong Jessie Yao	leihhan@amtchina.org jessieyao@amtchina.org

Attention: If your emails do not transmit, please use our backup e-mail address: **Harry via harryxiao@263.net or Nina via info@amtstc.org**; we will transfer your e-mails to the appropriate person on time.

Appendix 2 RULES FOR EXHIBITION SPACE AT AMT STC

1. When the member needs to move a machine into the exhibition space at AMT STC, they must notify AMT STC Logistics in advance in order to arrange a space for the machine. The machine should be moved in place with the coordination of appropriate STC staff. All parties involved should make sure not to damage the ground or facilities in the demo space when moving the machine.
2. If the member needs to move machines or components from the exhibition area, the member should notify the AMT STC Logistics department and go through appropriate procedures in advance.
3. Any special decoration of booths must be pre-approved by AMT STC.
4. Removal of STC's utilities in the exhibition area is not allowed without permission. Members are also not allowed to hook up water and plug in electricity by themselves.
5. It is prohibited to hang up heavy goods on the display panel and on the ceiling of the hall; or to nail in or stick material on the walls, ground or columns of the hall.
6. Please keep the sound volume of self-prepared acoustics at booths below 50 db, so that others are not disturbed.
7. Evacuation passages and security exits should not be blocked by machines or equipment. Fire-fighting facilities, including evacuation signs, indoor fireplugs, manual annunciators, etc., should not be covered. Piling goods below the fireproof roller shutter is strictly forbidden.
8. It is forbidden to smoke, use flame or electric heating appliances inside the exhibition area. It is forbidden to bring dangerous articles into the exhibition area. Use of fire that is necessary for booth construction should be approved by AMT, and relevant safety measures should be taken.
9. It is not allowed to take away or damage facilities of the exhibition area. Violators shall be responsible for paying any damage.
10. It is strictly forbidden to weld, spray paint, or cut metals inside the hall.
11. It is strictly forbidden to store flammable, explosive, poisonous, corrosive or radioactive articles or devices inside the exhibition hall. Use of spirit stove, electric cooker, or oven are not allowed inside the hall.
12. It is not allowed to hang banners, balloons, streamers or scrolls, etc., inside the exhibition hall without prior approval.

Appendix 4 Shipping Instructions

1. Please check with Kevin Feng on any changes of contact information of the Logistics Company.
2. How to fill in the waybill:
 - A. The consignee in the B/L should be: SHANGHAI MORNING LOGISTICS CO. , LTD.
 - B. Notify party should be:
SHANGHAI MORNING LOGISTICS CO., LTD.
ROOM 316, 353, North Fu Te Road, Waigaoqiao Free Trade Zone, Shanghai,
200131, China
 - C. Shipping address
SHANGHAI MORNING LOGISTICS CO. , LTD.
ROOM316, 353, North Fu Te Road, Waigaoqiao Free Trade Zone, Shanghai,
200131, China
Contact person: Mr. Wilson Zhu
E-mail:zhuli@shzlong.com
Tel: 011-86-21-5866 7097 Fax: 011-86-21-5866 6055
 - D. Please send Product Brochures, or User's Manual by email or by fax to SHANGHAI MORNING LOGISTICS CO. , LTD. in advance to identify and/or classify the shipping items for customs purpose.
Contact person: Mr. Wilson Zhu
E-mail:zhuli@shzlong.com
Tel: 011-86-21-5866 7097 Fax: 011-86-21-5866 6055
3. Warning notes:
 - A. Please provide a detailed shipping list BEFORE the goods ship out. The logistics company will not be responsible for the customs inspection on items which are not included on the list, but actually included within the package;
 - B. Please provide a detailed Chinese goods name for the customs clearance if possible; otherwise the logistics company will help to translate the name into Chinese, but will not be responsible for the accuracy of the translation and relative issues it causes.
 - C. Please note: The logistics company needs 3~5 working days to clear the customs after receiving the arrival notification of the shipment from the forwarder;
 - D. Also please note: many electronic items require China Compulsory Certificate (CCC certification) when they import into China, such as CABLE, SWITCH, CONTROLLER, CONNECTOR, TRANSDUCER, ELECTRONIC BOARD, LAPTOP, ENCODER etc; ; we strongly recommend you DO NOT import these items into China because these items will generate problems when trying to clear customs;
 - E. Please do not register in ATA Carnet.
 - F. To stay in AMT STC for a long term, please avoid the short term words as SHOW,

DEMO, or EXHIBITION in your shipping documents.

- G. For coniferous wood package, Heat Treatment Certificate of Fumigation Certificate is required; for non-coniferous wood or non-wood material, the Non-Coniferous Wood Packing Declaration of Non-Wood Packing Declaration issued by your company is required.

Appendix 4-1

Shipping Instruction (1) -- Machine Tools

To ship a member company's machine tool to STC, please follow the operational procedure below:

Machine Tools from U.S.A. to STC

How to fill in the waybill: please refer to Appendix 4 Shipping Instruction

Attn: Please contact STC's logistics staff to acquire the detailed information about the freight forwarder before the shipment.

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification

For air freight, the following documents will be required:

- a. Commercial Invoice (a copy is ok)
- b. Packing List (a copy is ok)
- c. B/L (a copy is ok)
- d. Other documents accompanying the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification

Appendix 4-2

Shipping Instruction (2) -- Spare Parts/Warranty Parts

To ship a member company's spare parts/warranty parts to STC, please follow the operational procedure as below:

Ship Spare Parts/Warranty Parts to STC

How to fill in the waybill: please refer to Appendix 4 Shipping Instructions.

Attn: Please contact STC's logistics staff to acquire the detailed information about the freight forwarder before the shipment. (Spare/Warranty Parts may require the "CCC" certification.)

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L(copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying with the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification

Appendix 4-3

Shipping Instruction (3) -- Catalogs & Brochures

To ship a member company's catalogs to STC, please follow the operational procedure below:

Catalogs & Brochures from USA to STC

How to fill in the waybill: please refer to Appendix 4 Shipping Instruction

Attn: Please contact STC's logistics staff to acquire the detailed information about the freight forwarder before the shipment.

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying with the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification

Appendix 4-4

Shipping Instruction (4) -- Sales Related

(Please consult the Logistics staff of STC in advance)

If Member Company's machine tool is sold, there are four possible logistic situations. Please follow the appropriate operational procedure below:

I. From USA to STC, then to CUSTOMER

How to fill in the waybill: please refer to Appendix 4 Shipping Instructions

Attn: Please contact STC's Logistics staff to acquire the detailed information about the freight forwarder before the shipment.

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification
- e) Sales contract
- f) Import agreement between import agency and your customer
- g) Other documents if required by Chinese government
- h) Import duty & VAT

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification
- f. Sales contract
- g. Import agreement between import agency and your customer
- h. Other documents if required by Chinese government
- i. Import duty & VAT

II. From STC to CUSTOMER

How to fill in the waybill: please contact AMT STC logistics staff first.

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification
- e) Sales contract
- f) Import agreement between import agency and your customer
- g) Other documents if required by Chinese government
- h) Import duty & VAT

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying with the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification
- f. Sales contract
- g. Import agreement between import agency and your customer
- h. Other documents if required by Chinese government
- i. Import duty & VAT

III. From USA to CUSTOMER

- 1. The consignee in the B/L should be the receiver
- 2. Notify party should be your trade agency in China
- 3. Shipping address should be your trade agency in China

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification
- e) Sales contract
- f) Import agreement between import agency and your customer
- g) Other documents if required by Chinese government
- h) Import duty & VAT

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)

-
- c. B/L (copy ok)
 - d. Other Documents accompanying the cargo
 - e. Non-wood packing certification or non-coniferous wood packing certification
 - f. Sales contract
 - g. Import agreement between import agency and your customer
 - h. Other documents if required by Chinese government
 - i. Import duty & VAT

IV. USA-EXHIBITION VENUE-CUSTOMER

- 1. The consignee in the B/L should be: To order
- 2. Notify party should be: according to the exhibition organizer's appointed
- 3. Shipping address: according to the exhibition organizer's appointed

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification
- e) Sales contract
- f) Import agreement between import agency and your customer
- g) Other documents if required by Chinese government
- h) Import duty & VAT

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other documents accompanying the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification
- f. Sales contract
- g. Import agreement between import agency and your customer
- h. Other documents if required by Chinese government
- i. Import duty & VAT

Appendix 4-5

Shipping Instruction (5) -- for Participating in a Chinese Exhibition

(Please consult the logistics staff of STC in advance)

If member companies have the intention to participate in an exhibition in China, there are three potential logistic plans to ship equipment. Please follow the operational procedure below as appropriate:

I. From USA to STC, then to exhibition venue and back to STC

How to fill in the waybill: please refer to Appendix 4 Shipping Instruction

Attn: Please contact STC's logistics staff to acquire the detailed information about the freight forwarder before the shipment.

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying with the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification

II. From USA directly to Exhibition Venue and back to STC

1. The consignee in the B/L should be: according to exhibition organizer's appointment
2. Notify party should be: according to exhibition organizer's appointment
3. Shipping address: according to exhibition organizer's appointment

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification

-
- e) Other documents required by the exhibition organizer

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification
- f. Other documents required by the exhibition organizer

III. From USA to Exhibition Venue and back to USA

- 1. The consignee in the B/L should be: according to exhibition organizer's appointment
- 2. Notify party should be: according to exhibition organizer's appointment
- 3. Shipping address: according to exhibition organizer's appointment

For sea freight, the following documents will be required:

- a) Commercial Invoice
- b) Packing List
- c) Original B/L (copy is OK for telex released B/L)
- d) Non-wood packing certification or non-coniferous wood packing certification
- e) Other documents required by the exhibition organizer

For air freight, the following documents will be required:

- a. Commercial Invoice (copy ok)
- b. Packing List (copy ok)
- c. B/L (copy ok)
- d. Other Documents accompanying the cargo
- e. Non-wood packing certification or non-coniferous wood packing certification
- f. Other documents required by the exhibition organizer

Appendix 5 QUESTIONNAIRE FOR HR SEARCHING PROCESS

Company name:

Dear members,

HR searching takes about two months. To better understand your exact request for your new employee search; please fill the questionnaire to the best of your knowledge so AMT can find the most suitable employee for you as soon as possible. The following questions can help us understand more about your requirements. Please show ticks beside your choice for every question. All the information will be kept CONFIDENTIAL.

1. Open Position Title

General manager	<input type="checkbox"/>	Regional sales manager	<input type="checkbox"/>
Project manager	<input type="checkbox"/>	Regional sales Engineer	<input type="checkbox"/>
China sales director	<input type="checkbox"/>	China service manager	<input type="checkbox"/>
China sales manager	<input type="checkbox"/>	China service engineer	<input type="checkbox"/>
China sales engineer	<input type="checkbox"/>	Purchaser	<input type="checkbox"/>
China sales coordinator	<input type="checkbox"/>	Designer	<input type="checkbox"/>
Operation manager	<input type="checkbox"/>		
More title:			

2. Working Experience

a) Key experienced products

Electromechanical devices	<input type="checkbox"/>	Metric measuring system	<input type="checkbox"/>
Servo motion control systems	<input type="checkbox"/>	Precision gauges/tools	<input type="checkbox"/>
Precision manufacturing	<input type="checkbox"/>	Gauge measurement tool	<input type="checkbox"/>
Automated factory machinery	<input type="checkbox"/>	Statistical process control	<input type="checkbox"/>
CNC machine tools	<input type="checkbox"/>	Fixture	<input type="checkbox"/>
Super finishing machine	<input type="checkbox"/>	Ultrasonic	<input type="checkbox"/>
Precision grinding machine	<input type="checkbox"/>	Machine & equipment	<input type="checkbox"/>
Hydraulic and pneumatic systems	<input type="checkbox"/>	Automation/assembly system	<input type="checkbox"/>
Gear measurement	<input type="checkbox"/>	PLC program	<input type="checkbox"/>
Cutting tools; special tools	<input type="checkbox"/>		<input type="checkbox"/>
More key experienced products:			

b) Working Experience

1 ~ 3 years	<input type="checkbox"/>	8 ~ 10 years	<input type="checkbox"/>
3 ~ 5 years	<input type="checkbox"/>	10 ~ 15 years	<input type="checkbox"/>
5 ~ 8 years	<input type="checkbox"/>	more than 15 years	<input type="checkbox"/>
More key experience fields and working years:			

3. Education Background

a) Specialty

Mechanical Engineering	<input type="checkbox"/>	Computer Science & Technology	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	International economics & trade	<input type="checkbox"/>
Electromechanical Engineering	<input type="checkbox"/>	MBA	<input type="checkbox"/>
Mechanical manufacturing & automation	<input type="checkbox"/>	Business or marketing degree	<input type="checkbox"/>
Mechanical manufacture & design			
More specialty:			

b) Degree

Senior High school	<input type="checkbox"/>	Bachelor	<input type="checkbox"/>
College	<input type="checkbox"/>	Master	<input type="checkbox"/>

4. English Level

Fluent speaking, writing, reading, listening	<input type="checkbox"/>
Fluent writing, reading	<input type="checkbox"/>
Good speaking, writing, reading, listening	<input type="checkbox"/>
Good writing, reading	<input type="checkbox"/>

5. Professional skill

Microsoft Word, Excel, email, internet	<input type="checkbox"/>
AutoCAD	<input type="checkbox"/>
More professional skills:	

6. Annual salary budget(US Dollar \$)

6,000 ~ 10,000	<input type="checkbox"/>	20,000 ~ 30,000	<input type="checkbox"/>
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Appendix 6 Original Interview Report

Candidate Name 姓名		Gender 性别	
Appointed Time 预约时间		Arrival Time 到达时间	
Appearance 外观	Tidy <input type="checkbox"/> Smart <input type="checkbox"/> Simple <input type="checkbox"/> Steady-going <input type="checkbox"/> Formal <input type="checkbox"/>		Others
Expression in the process of talking working experience 陈述工作经历时表现	Clear <input type="checkbox"/> Logical <input type="checkbox"/> Conversable <input type="checkbox"/> Persuasive <input type="checkbox"/>		Others:
	Confident <input type="checkbox"/> Light-hearted <input type="checkbox"/> Good listener <input type="checkbox"/> Impressive <input type="checkbox"/>		
	Detailed <input type="checkbox"/> Sincerity <input type="checkbox"/> Quickly <input type="checkbox"/> Face all questions <input type="checkbox"/>		
Language/English Capability 语言/英语 能力	Oral	Listen	Writing
Others related skills 其他相关技能、资质	Reasons for demission 离职原因		
If get necessary info. by website 是否通过网站对企业进行基本了解	Reasons to prefer big company or small one 选择企业规模的倾向性及原因		
If can present recommendation from present company 能否出具推荐信及原因			
MAST test report MAST 行为性格测试报告			
Background and Reference Check 背景核查			
Interview evaluation by GM 总经理面试评价			
Gross evaluation 总评价			

Appendix 7 Job Offering Letter (Sample)

X, X, 2011

Mr. / Miss. X X X

TITLE OF THE SENDER

COMPANY NAME

Dear Mr. / Miss. X X X,

I am pleased to offer you a position with “**COMPANY NAME**” as “**POSITION TITLE**”. The responsibilities are outlined in the Job Description. The following are the offer’s key items:

1. Initial contract is for _____ year. The starting date is _____mm/dd/yy.
2. Initial contract carries a **60** days probationary period.
3. Base salary (Before tax) of _____ **RMB** per month. The salary in probation period is _____% of the base salary.
4. A performance bonus equals to _____ month(**s**) of salary at the completion of one full year of employment based on successful completion of mutually agreed upon objectives.
5. A sales commission equal to _____% of gross sales to China based customers payable upon collection from customer.
6. Accident Insurance 600,000 RMB Coverage.
7. Cell Phone, you owned and retained, company paid on business usage.
8. Laptop (Notebook), company owned and retained.
9. Paid annual leave is arranged according to Chinese related regulations.
10. Social benefits are paid as follows according to the Chinese labor law and Shanghai labor regulations:
 - A. Pension insurance
 - B. Medical insurance
 - C. Unemployment insurance
 - D. Job injury insurance
 - E. Maternity insurance
 - F. Housing insurance

According to China labor law, “COMPANY NAME” and you should pay each share of social

benefits. And, you have to pay your personal income tax .

11. Travel Expenses, including when away from home, are covered on a pre-approved travel budget, and formal invoice which will be submitted directly to “**COMPANY NAME**” will be reimbursed to your bank account.
12. Training and training expenses to and within the U.S.A . will be paid by the company. The training cost and related service period will be listed in the Service Period Agreement.

The office will be at (the AMT Shanghai Technology & Service Center). As discussed, your contract will be with the AMT Shanghai Technology & Service Center who will represent us for your employment and they will be contact you to sign a Labor Contract which contains the items outlined above.

We are very excited to have you join “**COMPANY NAME**” and look forward to much success in the future.

SIGNATURE (must be signed by sender)

Title of the sender _____

COMPANY NAME _____

Date: _____

Agreed and Accepted by: _____ **SIGNATURE** (Name of new employee)

Date: _____

Appendix 8 Employment Representation Agreement²

American Manufacturing Technologies (Shanghai) Co., Ltd. ("AMT-Shanghai") agrees to act on behalf of the AMT – Association For Manufacturing Technology ("AMT") member, **MEMBER COMPANY NAME (MC)** agreeing to the terms herein in hiring Chinese employees to be selected by MC to work on its behalf and under its direct supervision in China as Engineer or Manager. The provision by AMT-Shanghai of this service to MC shall at all times be governed by the following terms and conditions:

1. AMT-Shanghai, upon request, will assist MC in contracting for the employment of **EMPLOYEE NAME** and **ADDRESS**, as **JOB TITLE**, pursuant to the attached standard WOFE contract ("Contract"), to provide **MAIN JOB RESPONSIBILITIES** by MC in China.
2. Where AMT-Shanghai assists MC in executing the Contract on behalf of AMT Member, all such rights and obligations under that Contract shall be enjoyed and assumed by MC, and AMT-Shanghai shall not change or modify the Contract or take other actions in connection with the Contract without the prior written consent of MC.
3. In consideration for such assistance provided by AMT-Shanghai under this Agreement, MC agrees to indemnify and hold AMT-Shanghai and AMT harmless against all liabilities and expenses that may be incurred by either entity as a result of the Contract employee's activities or cessation of activities, absent willful misconduct or gross negligence on the part of AMT-Shanghai or AMT.
4. MC agrees promptly to reimburse AMT-Shanghai for all pre-approved applicable costs and fees of AMT-Shanghai in connection with the salary, administrative and operational expenses incurred in connection with the Contract and performance of this Agreement. To that end, MC agrees to an initial deposit of US\$8,000 from which AMT-Shanghai may reimburse itself from time to time for costs and fees actually incurred, with such deposit account to be replenished monthly to the balance of \$8,000 by MC within 15 business days of the start of each new month.
5. MC acknowledges that it has executed a current Participation Agreement and agrees that nothing herein is intended to, nor shall be asserted or interpreted as, affecting any of the rights or obligations established in that Participation Agreement.

Agreed: _____
Member Company.

American Manufacturing Technologies
(Shanghai) Co., Ltd.

Date: _____

Date: _____

² After Member and STC sign the ERA, please send one original copy to AMT U.S.A. (Ms. Kathy Milks) and one copy to STC.

劳动合同 (样稿)

LABOR CONTRACT (Sample)

甲方 (Employer) 艾默雷肯机床贸易 (上海) 有限公司
American Manufacturing Technologies (Shanghai) Co., Ltd.

乙方 (Employee) _____

签订日期 (Date) _____ 年 (Y.) _____ 月 (M.) _____ 日 (D.)

艾默雷肯机床贸易 (上海) 有限公司编制
American Manufacturing Technologies (Shanghai) Co., Ltd.

甲方：艾默雷肯机床贸易（上海）有限公司

Employer： American Manufacturing Technologies (Shanghai) Co.Ltd

企业性质：外商独资企业

Enterprise Property： Wholly Owned Foreign Enterprise (WOFE)

企业法人代表：诺克斯·约翰斯顿

Legal Representative： Knox Johnston

地址：中国·上海市外高桥保税区富特北路 458 号 36 号楼 1 楼

Address： 1F, Bldg#36, 458 North Fu Te Road, Waigaoqiao F.T.Z., Shanghai, China

邮编(Zip Code)： 200131

电话(Telephone)： 011-86-21-58682809

乙方姓名(Employee)：

性别(Gender)：

出生年月(Date of birth)：

身份证号码(ID No.)：

家庭地址(Home Address)：

邮编(Zip Code)：

电话(Telephone)：

紧急情况联系人及电话 (Contact Information for Emergency)：

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》、《上海市劳动合同条例》及相关劳动法律、法规、行政规章和本单位依法制定的规章制度，本着合法、平等自愿、公平、协商一致、诚实信用的原则，甲乙双方一致同意签订本劳动合同(以下简称合同)。双方共同信守本合同所有约定，全面履行各自的义务，并确认本合同为双方解决争议时的依据。

The Labor Contract is signed following the principles of legality, equality, fairness, voluntariness and unanimity through consultation, loyalty and credibility by both Employer and Employee in accordance with the Labor Law of People's Republic of China, the Labor Contract Law of People's Republic of China, the Shanghai Labor Contract Regulation, related others labor laws, labor rules and employer's legal bylaws . Both employer and employee should fully perform their obligations as stipulated in the Labor Contract. All disputes about the Labor Contract or execution should be resolved according to the articles in the Labor Contract.

第一条 总则

Item 1 General Provision

1. 乙方确认甲方已经如实的告知了其工作内容、工作条件、工作地点等乙方要求了解的其他情况；

Article 1 The employee confirmed that the employer had truly informed him of all the related information about contents of work, working conditions, location of work and other details that employee wants to know during recruitment;

2. 乙方承诺向甲方提供的所有相关信息都是真实的，若在合同执行过程中，被甲方证明存在虚假信息，乙方愿意无条件接受甲方解除劳动合同的处罚并承担相关责任；

Article 2 The employee promised that all the information presented the employer is the truth. During the labor contract, if employer proved some information is not true, the employee will receive the termination of the labor contract immediately without any economic compensation;

3. 乙方承认本合同签订是自己真实意思的表示。

Article 3 The employee confirmed the labor contract shows employee's true desirability.

第二条 合同类别及期限

Item 2 Types and Term of the Labor Contract

本合同的类型为：_____

The type of the labor contract is:_____

4. 无固定期限劳动合同。自_____年_____月_____日起。

Article 4 The labor contract is open-ended contract. The contract is from _____

5. 有固定期限劳动合同。期限_____年，自_____年_____月_____日起至_____年_____月_____日止。其中试用期_____个月，自_____年_____月_____日至_____年_____月_____日。

Article 5 The Labor Contract is fixed-term contract. The contract is for_____years which is from _____to_____. It includes a__months' probation period which is from_____to _____.

第三条 工作地点和工作内容

Item 3 Contents and location of work

6. 甲方聘用乙方在 上海市外高桥保税区富特北路 458 号 36 号楼 1 楼 AMT 上海技术服务中心 内从事 _____ 岗位工作。

Article 6 Mr. /Ms. _____ is employed to work as _____ in AMT Shanghai Technology Center, 1F, Bidg#36, 458 North Fu Te Road, Waigaoqiao F.T.Z, Shanghai, P. R. China.

7. 乙方应按岗位职责和规范要求，按时、按质、按量完成生产(工作)任务。

Article 7 The Employee should strictly observe the duty & regulation of job description and finish the work task on time with expected quality and quantity.

8. 甲方根据生产和工作需要，以及乙方的专业、特长、工作能力和表现，在双方协商一致的情况下，可调整乙方工作岗位。但以下情况除外：

Article 8 The Employer may adjust the Employee's duties according to the capability & performance to meet the change of business on the basis agreement through consultation except that:

1) 甲方因生产经验需要，产业、产品结构调整及工艺规程、组织机构设置等情况发生变化需调动乙方工作岗位时，乙方应予接受。

Clause 1 The Employee should obey the adjustment of duty When the Employer has to change the structure of industry, products, technology and organization, etc. according to requirements of production.

2) 甲方确因生产经营需要，可以临时安排乙方从事其他岗位工作。

Clause 2 The Employer can change the Employee's duty temporarily in order to meet the productive requirements.

3) 乙方若因技能、身体等因素连续三个月考核达不到生产、工作质量、产量等指标，不能胜任工作的，甲方可即时调整乙方工作岗位。

Clause 3 If the Employee cannot meet the requirements of production, quality and quantity for three months because of some reasons, such as unqualified skill, health, etc., employer can change employee's duty at any moment.

第四条 工作时间和休息休假

Item 4 Working hours, rests and vacations

9. 乙方所在岗位执行标准工时制：每周工作日为周一至周五，每天工作时间不超过八小时，平均每周不超过四十小时。乙方禁止进行任何形式的兼职工作。

Article 9 Employee will follow Standard Hours System: working day is from Monday to Friday every week, eight hours every day and total no more than forty hours. Employee is prohibited to do any part-time job for other employer.

10. 乙方享有全部周末和国家规定的休息、节假日。

Article 10 Employee enjoys all weekends, National rests and holidays.

11. 乙方按国家规定享受带薪年假。

Article 11 Employee enjoys the paid annual leave according to related regulations

12. 乙方根据工作需要，可适当调整工作时间及加班时间。乙方加班需事先经过甲方批准。

对于乙方的加班时间，甲方将根据国家相关规定安排补休或支付加班工资。

Article 12 Employee can adjust working hours and overtime according to work requirements. Employee's overtime must get approval from employer in advance. To employee's permitted overtime, employer will arrange compensatory rest or pay overtime compensation according to related regulations.

第五条 劳动报酬和社会保险

Item 5 Labor Remuneration and Social Insurance Benefits

13. 乙方在试用期的工资（税前）为人民币_____元。

Article 13 In probation period, the Employee's salary (Before tax) is RMB_____.

14. 在试用期过后，按照本企业的工资分配方案，在每月最后一天之前，甲方按月以现金支付给乙方人民币_____元工资（税前）。

Article 14 The salary shall be monthly paid according to the company's salary system. The salary of the Employee is RMB_____ (Before tax) after probation period and the payday is before the end of every month.

15. 甲方对从事有毒有害工作的乙方，按本市有关规定支付有毒有害岗位津贴。

Article 15 If the Employee has to do poisonous, deleterious works, the Employer should pay health allowance to employee according to related laws and regulations of the city.

16. 根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》、《上海市劳动合同条例》等相关劳动法律、法规之规定，甲方为乙方缴纳社会保险及住房公积金（或综合保险金）。按照法律规定，甲方缴纳甲方应承担的份额；乙方缴纳乙方应承担的份额。

Article 16 Employer shall pay mandatory social benefits for its employees according to the labor law of P.R.C, the labor contract law of P.R.C and Shanghai labor contract regulations. The mandatory social benefits include pension insurance, medical insurance, unemployment insurance, housing fund, etc. (or integrative social benefit for employee who is not Shanghai resident). Employer and employee should pay their share respectively.

第六条 劳动合同的解除和终止

Item 6 Revocation and Termination of Labor Contract

17. 在试用期中，除乙方有本合同第二十一条和第二十二条第一项、第二项规定的情形外，甲方不得解除劳动合同。甲方在试用期解除劳动合同的，应当向乙方说明理由。

Article 17 The employer cannot revoke the labor contract during the probation period unless the employee commits the circumstances specified in Article 21, and clause (1) and clause (2) in Article 22. The employer that have revoked the labor contract during probation period shall explain its reasons to the employee.

18. 甲方与乙方协商一致，可以解除劳动合同。

Article 18 The labor contract can be revoked upon agreement reached between the employer and employee through consultation.

19. 乙方提前三十日以书面形式通知甲方，可以解除劳动合同。乙方在试用期内提前三日通知甲方，可以解除劳动合同。

Article 19 The employee who gives a written notice to the employer 30 days in advance can revoke the labor contract. The employee also can revoke the labor contract by giving a written notice to the employer 3 days in advance during probation period.

20. 甲方有下列情形之一的，乙方可以解除劳动合同：

Article 20 The employee can revoke the labor contract in any of the following circumstances:

1) 未按照劳动合同约定提供劳动保护或者劳动条件的；

Clause 1 The employer fails to provide labor protection or working conditions as agreed upon in the labor contract;

2) 未及时足额支付劳动报酬的；

Clause 2 The employer fails to timely pay labor remuneration in full amount;

3) 未依法为乙方缴纳社会保险费的；

Clause 3 The employer fails to pay social insurance premiums for employee;

4) 甲方的规章制度违反法律、法规的规定，损害乙方权益的；

Clause 4 The rules and regulations of the employer are in violation of laws and regulations and causes losses to the employee's rights and interests;

5) 法律、行政法规规定乙方可以解除劳动合同的其他情形。

Clause 5 Others circumstances specified in laws and administrative rules and regulations where the employee may revoke the labor contract.

21. 乙方有下列情形之一的，甲方可以解除劳动合同：

Article 21 The employer can revoke the labor contract with the employee in any of the following circumstances:

1) 在试用期间被证明不符合录用条件的；

Clause 1 To be proved not up to the requirements for recruitment during the probation period;

2) 严重违反甲方的规章制度的；

Clause 2 To seriously violate rules and regulations of the employer;

3) 严重失职，营私舞弊，给甲方造成重大损害的；

Clause 3 To cause great losses to the employer due to serious dereliction of duty or engagement in malpractice for selfish ends;

4) 乙方同时与其他单位建立劳动关系，对完成甲方的工作任务造成严重影响，或者经甲方提出，拒不改正的；

Clause 4 The employee has established labor relationship with other employers at the same time so that the completion of work in employer is influenced seriously or the employee refuses the request of employer to make correction;

5) 被依法追究刑事责任的。

Clause 5 To be investigated for criminal responsibilities in accordance with the law.

22. 有下列情形之一的，甲方提前三十日以书面形式通知乙方本人或者额外支付乙方一个月工资后，可以解除劳动合同：

Article 22 In any of the following circumstances, the employer can revoke the labor contract but a written notification shall be given to the employee 30 days in advance or the additional salary for one month shall be paid to the employee:

1) 乙方患病或者非因工负伤，在规定的医疗期满后不能从事原工作，也不能从事由甲方另行安排的工作的；

Clause 1 The employee is unable to take up the original work or any new work arranged by the employer after the completion of the medical treatment for illness or injury not suffered from work;

2) 乙方不能胜任工作，经过培训或者调整工作岗位，仍不能胜任工作的；

Clause 2 The employee is unqualified for the work and remains unqualified even after receiving a training or an adjustment to another work post;

3) 劳动合同订立时所依据的客观情况发生重大变化，致使劳动合同无法履行，经甲方与乙方协商，未能就变更劳动合同内容达成协议的。

Clause 3 No agreement on modification of the labor contract can be reached through consultation by the employer and employee when the objective conditions taken as the basis for the conclusion of the labor contract have greatly changed so that the original labor contract cannot be carried out any longer.

23. 乙方有下列情形之一的，甲方不得依照本合同第二十二条的规定解除劳动合同：

Article 23 The employer cannot revoke the labor contract in accordance with the provisions in Article 22 of the labor contract with the employee in any of the following circumstances:

1) 在甲方患职业病或者因工负伤并被确认丧失或者部分丧失劳动能力的；

Clause 1 To be confirmed to have totally or partially lost the ability to work due to occupational diseases or injuries suffered from at work in the employer;

2) 患病或者非因工负伤，在规定的医疗期内的；

Clause 2 To be receiving medical treatment for diseases or injuries not suffered from at work within the prescribed period of time;

3) 女职工在孕期、产期、哺乳期的；

Clause 3 To be a female employee during pregnant, puerperal or breast-feeding period;

4) 在本单位连续工作满十五年，且距法定退休年龄不足五年的；

Clause 4 To keep working in the employer for more than 15 years and the gap to the legitimate retirement age is less than 5 years;

5) 法律、行政法规规定的其他情形。

Clause 5 Others circumstances specified by laws, administrative rules and regulations.

24. 有下列情形之一的，劳动合同终止：

Article 24 The labor contract shall be terminated upon any of the following circumstances:

1) 劳动合同期满的；

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- Clause 1 Expiration of the labor contract;
- 2) 乙方开始依法享受基本养老保险待遇的 ;
- Clause 2 The employee starts to enjoy the basic endowment insurance;
- 3) 乙方死亡 , 或者被人民法院宣告死亡或者宣告失踪的 ;
- Clause 3 Death of the employee, or the employee's death or disappear declared by people's court;
- 4) 甲方被依法宣告破产的 ;
- Clause 4 Bankruptcy of the employer is declared according to law;
- 5) 甲方被吊销营业执照、责令关闭、撤销或者甲方决定提前解散的 ;
- Clause 5 The employer business license is withdrawn, or the employer is ordered to shutdown, or the employer decides to dismiss in advance;
- 6) 法律、行政法规规定的其他情形。
- Clause 6 Others circumstances specified by laws, administrative rules and regulations.

第七条 违约责任

Item 7 Economic compensations for revocation of the Labor Contract

25. 有下列情形之一的 , 甲方应当向乙方支付经济补偿 :

Article 25 The employer shall make up for economic losses of employee in any of the following circumstances:

- 1) 乙方依照本合同第二十条规定解除劳动合同的 ;

Clause 1 The employee has revoked the labor contract according to Article 20 of the contract;

- 2) 甲方依照本合同第十八条规定向乙方提出解除劳动合同并与乙方协商一致解除劳动合同的 ;

Clause 2 The employer has requested the employee for revocation of the labor contract and revoked the labor contract based on the unanimity through consultation with the employee according to Article 18 of the contract;

- 3) 甲方依照本合同第二十二条规定解除劳动合同的 ;

Clause 3 The employer has revoked the labor contract in accordance with provisions in Article 22 of the labor contract;

- 4) 除甲方维持或者提高劳动合同约定条件续订劳动合同 , 乙方不同意续订的情形外 , 依照本合同第二十四条第一项规定终止固定期限劳动合同的 ;

Clause 4 A fixed term labor contract is terminated in accordance with clause 1 of Article 24 of the labor contract unless the employee disagrees the renewal of labor contract even if the employer has maintained or improved the conditions agreed in the labor contract for such renewal;

- 5) 依照本合同第二十四条第四项、第五项规定终止劳动合同的 ;

Clause 5 The labor contract is terminated in accordance with clause 4 and clause 5 in Article 24 of the labor contract;

6) 法律、行政法规规定的其他情形。

Clause 6 Others circumstances specified by laws, administrative rules and regulations.

26. 经济补偿按乙方在甲方工作的年限，每满一年支付一个月工资的标准向乙方支付。六个月内以上不满一年的，按一年计算；不满六个月的，向乙方支付半个月工资的经济补偿。

Article 26 Economic compensations shall be paid to the employee based on the working period for the employer by the standard of salary of one month for every whole year. The working period that is shorter than one year and longer than six months shall be counted as one year; for the period shorter than six months, the economic compensation equals to half of monthly salary shall be paid to the employee.

乙方月工资高于甲方所在直辖市、设区的市级人民政府公布的本地区上年度职工月平均工资三倍的，向其支付经济补偿的标准按职工月平均工资三倍的数额支付，向其支付经济补偿的年限最高不超过十二年。

Where the monthly salary of employee is higher than the average monthly salary of the staff and employees in the previous year disclosed by the municipality directly by 300%, the economic compensation shall be paid at three times of the average monthly salary of the staff and employees and the maximum period for the economic compensation shall not exceed 12 years.

本条所称月工资是指乙方在劳动合同解除或者终止前十二个月的平均工资。

The monthly salary so called in the clause refers to the average monthly wage of the employee during the last 12 months prior to revocation or termination of the labor contract.

27. 甲方应当在解除或者终止劳动合同时出具解除或者终止劳动合同的证明，并在十五日内为乙方办理档案和社会保险关系转移手续。

Article 27 The employer shall present evidence for revocation or termination of the labor contract while revoking or terminating the labor contract and conduct the procedures for transfer of archives and social insurance of the employee within 15 days.

乙方应当按照双方约定，办理工作交接。甲方依照本合同有关规定应当向乙方支付经济补偿的，在办结工作交接时支付。

The employee shall hand over the work in accordance with the agreement between the parties involved. The employer shall pay economic compensations during handover if such compensations are required by the relevant provisions in the contract.

甲方对已经解除或者终止的劳动合同的文本，至少保存二年备查。

The employer shall properly keep the copy of the terminated or revoked labor contract for at least two years for the purpose of inspection.

28. 甲方违反本合同规定解除或者终止劳动合同的，应当依照本合同第二十六条规定的经济补偿标准的二倍向乙方支付赔偿金。

Article 28 The employer that revokes or terminates the labor contract in violation of the labor contract law shall pay compensations to employees at double level of the standard economic compensations specified in Article 26.

29. 甲方违反本合同规定未向乙方出具解除或者终止劳动合同的书面证明，由劳动行政部门责令改正；给乙方造成损害的，应当承担赔偿责任。

Article 29 The employer that has failed to present written proof for revocation or termination of labor contract to employee in violation of labor contract law, shall be ordered by the labor administrative departments to make correction; and shall be liable for compensations if any loss is caused to employee.

30. 乙方违反本合同规定解除劳动合同，或者违反劳动合同中约定的保密义务、禁止兼职或者竞业限制，给甲方造成损失的，应当承担赔偿责任。

Article 30 The employee who revokes labor contract in violation of the labor contract law or violate confidential obligations, part-time job prohibition or compensation restriction specified in the labor contract and thus have resulted in economic losses to the employer shall be responsible for compensation.

31. 甲方招用与其他单位尚未解除或者终止劳动合同的乙方，给其他甲方造成损失的，应当承担连带赔偿责任。

Article 31 The employer that recruits employee whose labor contract with other original employer have not yet been revoked or terminated shall assume joint and several liabilities for compensation if economic losses to the employer shall be responsible for compensation.

第八条 劳动争议的调解和仲裁

Item 8 Labor Disputes and Arbitration

32. 甲、乙双方因本合同发生劳动争议，可自劳动争议发生之日起六十日内向甲方所在地的劳动争议委员会提出书面申请仲裁；

Article 32 When a labor dispute happens, the party concerned may file an application with the labor disputes arbitration committee for arbitration;

33. 对仲裁裁决不服的一方，可以自收到仲裁裁决书之日起十五日内向甲方所在地的人民法院提起诉讼。

Article 33 If a party refuses to accept the arbitration ruling, the party may bring the case before the people's court within 15 days starting from the date when the arbitration award is received.

第九条 补充条款和特别约定

Item 9 Supplementary articles and special Agreements

34. 录用条件及其他约定参见《录取通知书》

Article 34 The job requirement and others agreements can be referred to Job Offering Letter.

第十条 本合未尽事宜，接国家有关规定执行；没有规定的，甲乙双方可以商定补充协议作为本合同附件，合同附件具有同等法律效力，若与国家规定相悖的，则以国家规定为准。

Item 10 Others articles have not been stated in the Labor Contract shall be implemented according to the concerned rules of PRC. An accessory to the Labor Contract also can

be made between the employer and the employee through consultation. The accessory has the same legal force and effect as the Labor Contract. If the accessory articles are opposite to the concerned laws and regulations of PRC, arbitration should be made according to the laws and the regulations of PRC.

第十一条 本合同一式两份，甲、乙双方各执一份，自签订之日起生效。两份合同具有同等法律效力。

Item 11 The Labor Contract is in duplicate, and each party has one. It becomes effective after signed by both parties. The two copies have the same legal force and effect.

甲方盖章：
Signed by the Employer:

乙方签名盖章：
Signed by the Employee:

法人代表或委托代理人：
Legal Representative or Entrusted Agent:

签名：
盖章 Employee Stamp :

年 月 日
Date:

年 月 日
Date:

培训及最短服务期协议

The Training & Least Service Period Agreement

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》、《上海市劳动合同条例》及相关劳动法律、法规、行政规章和本单位依法制定的规章制度，本着合法、平等自愿、公平、协商一致、诚实信用的原则，甲乙双方一致同意就甲方出资培训乙方以及乙方为此应提供的最短服务期限达成如下协议（以下简称协议）。双方共同信守本协议所有约定，全面履行各自的义务，并确认本协议为双方解决争议时的依据。

The agreement about employee's training and least service period is signed following the principles of legality, equality, fairness, voluntariness and unanimity through consultation, loyalty and credibility by both Employer and Employee in accordance with the Labor Law of People's Republic of China, the Labor Contract Law of People's Republic of China, the Shanghai Labor Contract Regulation, related others labor laws, labor rules and employer's legal bylaws. Both employer and employee should fully perform their obligations as stipulated in the agreement. All disputes about the agreement or execution should be resolved according to the articles in the agreement

1. 培训形式：当单次培训费不低于 10000 元时，本协议生效

Clause 1 Training type: The agreement will be effective when the training expense is more than or equal to RMB 10000.

2. 培训费计算：包括往返交通费，培训费，食宿费等，以实际发生金额为准

Clause 2 Total training fee includes traffic, training, room and board, which will be calculated according to the actual expense.

3. 乙方在培训期间，享受全额工资及各种福利待遇

Clause 3 Employer pays employee full salary as well as others benefits during training period.

4. 服务期：必须在培训结束后，为甲方继续服务 12 个月，从培训最后一天启算。

Clause 4 After training, employee must continuously work for employer for 12 months, which is from the last day of training.

5. 因如下原因导致乙方为甲方服务的年限不满，乙方需给予甲方赔偿。具体赔偿方法为：按服务期等分总培训金额，以乙方已履行的服务期限递减支付。

Clause 5 Employee shall compensate employer in case of the following situations of un-fulfillments of service period. Meanwhile employee shall return the expenditure calculated upon non-service period proportioned by the whole.

A) 由于乙方原因导致甲方依法解除劳动合同的

Employer has to terminate the Labor Contract according to the labor contract law because of employee's violation of discipline and regulations.

B) 乙方提前解除劳动合同

Employee terminates the labor contract before the end of service period

C) 乙方培训后为甲方的服务年限不满

Employee does not finish the service period

D) 乙方在培训期间，提出解除劳动合同，须赔偿所有甲方为培训目的已支付的费用。
Employee should compensate employer all the training cost if employee resigns during training period.

甲方盖章：
Signed by the Employer:

乙方签名盖章：
Signed by the Employee:

法人代表或委托代理人：
Legal Representative or Entrusted Agent:

签名：
盖章 Employee Stamp：

年 月 日
Date:

年 月 日
Date:

合同续签记录
Record of Labor Contract Renew

1. 原劳动合同于_____年___月___日签署，有效期___年，自_____年___月___日至_____年___月___日。

The period of validity of original Labor Contract signed on _____ (M/D/Y) is from _____(M/D/Y) to _____(M/D/Y).

2. 经双方一致同意，按以下第 _____ 种类型续签合同：

Through consultation by both sides, the type of renewing the labor contract is:_____

a) 无固定期限劳动合同。自_____年___月___日起。

The labor contract is open-ended contract. The contract is from _____.

b) 有固定期限劳动合同。期限___年，自_____年___月___日起至_____年___月___日止。

The Labor Contract is fixed-term contract. The contract is for_____years which is from _____to_____.

3. 合同更新后，除以下重新约定条款外，原合同各条款保持不变。

The articles of renewed Labor Contract are the same as that of the original Labor Contract except the following items:

a)

b)

a)

甲方盖章：

Signed by the Employer:

乙方签名盖章：

Signed by the Employee:

法人代表或委托代理人：

Legal Representative or Entrusted Agent:

签名：

盖章 Employee Stamp：

年 月 日

Date:

年 月 日

Date:

Appendix 10 Rule for Expense Reimbursement

The expense reimbursement policy of American Manufacturing Technologies (Shanghai) Co., Ltd. is as follows:

1. All employees of member companies at STC are required to fill in an Expense Report Form in order to get advance money for business purposes and to indicate the reason for the advance. After approval by members' designated manager and general manager of AMT STC, the employee of member companies can draw the money from the accounting department at STC.
2. The original invoices (issued by taxation bureaus) are required when getting reimbursement. Receipts will not be accepted for reimbursement purposes.
3. The amounts written in Arabic numerals in the original invoices should be matched with the amounts written in Chinese characters.
4. Unless the previous cash advance is settled, a new advance will not be made (except for special situations).

Appendix 11 RULES FOR OFFICE SPACE USAGE AT AMT STC

When a new member enrolls at STC, please contact the STC HR Manager to obtain the key for your desk, and contact STC accounting department to get your office stationeries. Leave your contact information on the front desk. Please do not hesitate to contact the front desk receptionist/secretary if you need help. Rules of STC are described as below.

1. It is forbidden to talk loudly or play around at STC.
2. It is not allowed to thumb documents or files on the table of others without having their consent.
3. Meetings should be held in the conference rooms.
4. It is not allowed to thumb faxes or visitor records at the front desk without consent.
5. Visitor appointments with member companies at STC need to be notified at the front desk in advance. Information including the arrival time, number of visitors, and time of stay should be registered.
6. Use of training room, meeting room and negotiation room need to be reserved in advance. STC will make necessary arrangement accordingly.
7. If members want to do a machine demo, they need to inform STC for necessary preparation.
8. Employees of member companies at STC are required to register at the front desk for the use of copying machines, printers, fax machines, projectors, and visual meeting appliances. Staff of STC will operate or help set up such facilities if needed.
9. If a Member company wants to purchase additional office appliances, put up posters or store goods in the office, they need to get approval from STC first. Detailed rules can be found in Appendix 2.
10. All members' employees and STC staff are required to dress up formally during the working time.
11. Having meals, alcohol and smoking at STC are strictly prohibited.
12. All employees of member companies and AMT staff at STC are not allowed to provide technical documents or pictures of STC to any third party. It is not allowed to take pictures without permission. It is also prohibited to operate demo machines or attachment devices without permission.
13. All employees of member companies and AMT staff should not leave cash or valuable articles in the offices.

Warning

All member companies are required to use legal official copies of software on their computers at STC.