**国际合作研究协议（与国外大学或科研机构合作）（中英文对照）**

**中国科学院\_\_\_\_\_\_\_\_研究所与\_\_\_国\_\_\_\_\_研究所（大学）**

**合作研究协议**

COLLABORATIVE RESEARCH AGREEMENT

BETWEEN

The Institute of \_\_\_\_\_\_\_\_, Chinese Academy of Sciences (China)

And

The Institute/University of, (Country Name)

**项目名称：**

Project Title:

**甲 方：**

Party A:

**乙 方：**

Party B:

**签订地点：**

Place of Execution:

甲方：中国科学院甲研究所（以下简称“甲方”）

单位地址：中国XX省XX市XX区XX路XX号，邮政编码：XXXXXX。

Party A: Institute/ University of, Chinese Academy of Sciences, (hereinafter referred to as “Party A”)

Address:

Postcode:

甲方法定代表人：XXX

Legal Representative: XXX

甲方联系人： 电话： 传真： Email：

Contact person of Institute A: XXX Phone No.: Fax： Email:

乙方：XX国乙研究所（或大学）（以下简称“乙方”）

单位地址：XX国XX市XX路XX号，邮政编码：XXXXX。

Party B: Institute/ University of, (hereinafter referred to as”Party B”)

Address:

Postal Code:

乙方授权代表：XXX

Legal Representative: XXX

乙方联系人：电话： 传真： Email：

Contact person of Institute B: XXX Phone No.: Fax： Email:

1.定义与解释

1. Definitions and Interpretation

1.1除本协议另有明确约定之外，本协议中的下列概念应定义或解释如下：

1.1 Unless otherwise expressly agreed in this Agreement, the terms in this Agreement shall be defined or interpreted as follows:

**协议**是指本协议中的任何条款与条件，以及根据本协议第9条变更与转让条款对本协议所做的任何修改或补充。

“Agreement” means the terms and conditions of this Agreement, and any amendments or supplements made in accordance with Clause 9.

**项目**是指本协议中所明确的甲方与乙方即将联合开展的研究计划或研究方案。

“Project” means the program of research contemplated in the Research Program and the Proposal expressly described in this Agreement and to be undertaken by Party A and Party B .

**协议双方**是指甲方和乙方，除本协议另有约定外，协议一方指的是协议双方的任何一方。

“Parties” means Party A and Party B and “Party” means either one of them unless the context requires otherwise.

**知识产权**是指一切作品、发明、商业秘密、技术诀窍、外观设计、植物新品种、商标、科学发现、集成电路布图设计等1967年《建立世界知识产权组织公约》和1994年世界贸易组织《与贸易有关的知识产权协议》所规定的任何形式的智力成果及对该等智力成果享有的所有权利。

“Intellectual Property” means any copyright work or other work, invention, confidential information, know-how, design, new plant variety, trademark, scientific discovery, circuit layout or any other Intellectual Property as defined in the Convention establishing the World Intellectual Property Organisation (WIPO) of 1967 and the Agreement On Trade-related Aspects of Intellectual Property Right 0f 1994.

**保密信息**是指不为公众所知悉、能为权利人带来经济利益，并经权利人采取保密措施的技术信息、经营信息或其他信息。保密信息包括但不限于与协议双方有关的下列信息：背景知识产权、技术信息、经营信息、公式、图表、绘图、设计、生物材料、标本、设备、样本和其他任何形式的资料或信息，无论这些信息以何种形式或介质存储。但是，下列信息不属于本协议所定义的保密信息：

(a)已经进入公有领域的；

(b)除因该商业秘密接收方未经授权的披露之外，在协议签署之后进入公共领域的；

（c）合法拥有并有权披露该信息的第三方以非保密的方式向本协议商业秘密的接收方披露了该信息，在此之后该信息不再构成本协议所称的商业秘密；

（d）接收方在相关信息被披露以前已经通过正当途径获得的；

（e）提供信息的一方明确表示该信息不属于保密义务范围之内的；

（f）接收方不依赖于披露方披露的保密信息而独立开发获得的信息。

“Confidential Information” means the utilized technical information and business information which is unknown by the public, which may create business interests or profit for its legal owners, and also is maintained secrecy by its legal owners, including but not limited to Background Intellectual Property, know-how, trade secrets, formulae, graphs, drawings, designs, biological materials, samples, devices, models and other materials or information in whatever forms, no matter in what form or on what media such information is stored, except that which:

(a) is already in the public domain,

(b) after the date of this Agreement becomes part of the public domain otherwise than as a result of unauthorised disclosure by the recipient Party,

(c) is, or becomes, available to the recipient Party from a third party lawfully in possession of that information and who has lawful power to disclose such information to the recipient Party on a non-confidential basis,

(d) is rightfully known by the recipient Party prior to disclosure of that information under this Agreement,

(e) is specifically excluded from the obligations of confidentiality by the disclosing Party, or

**(f)** is independently developed by the recipient Party and without any reliance on the Confidential Information disclosed by the disclosing Party.

**背景知识产权**是指在本协议生效之日前属于本协议任何一方，且由该方提供给本协议项目研究使用的知识产权。双方提供的背景知识产权详细列于本协议附件\_\_之中。在本协议生效之后，经双方协商同意，任何一方亦可提供其单独享有的在本协议之外产生的知识产权作为背景知识产权。

“Background Intellectual Property” means the Intellectual Property belonging to or vesting in a Party at the Commencement Date and provided by such Party for the Project research and study. The Background Intellectual Property provided by both Parties is identified in Schedule [ ]. After the Commencement Date, the Parties can make new agreement and either Party can provide its Intellectual Property produced outside this Project as Background Intellectual Property.

**项目知识产权或前景知识产权**是指由协议双方或任何一方在项目实施期间因实施项目本身所创造或产生的知识产权。

“Project Intellectual Property/Foreground Intellectual Property” means any Intellectual Property created or produced by the Parties or either Party in the course of the Project and from the Project itself.

生效日期是指本协议最后签字方的签字日期或本协议双方约定的其他日期。

“Commencement Date” means the date that the last Party signs this Agreement or such other date as is agreed between the Parties.

**商业化**是指与技术或知识产权相关的下列营利性行为：

(a)就含有或使用技术或知识产权的产品而言，制造、出租、销售或以其他方式处分该产品，许诺制造、许诺出租、许诺销售或许诺以其他方式处分该产品，使用、进口该产品，或者为了上述目的储藏该产品；

(b)就含有或使用技术或知识产权的方法或过程而言，使用该方法或过程，或对依照该方法或过程所获得的产品进行（a）款所述行为；

(c)转让技术或知识产权，许可或分许可第三人进行（a）款或（b）款所述行为，或者授予第三人与该技术或知识产权有关的其他权利。

“Commercialization” means the following commercial activities of technique and Intellectual Property:

(a) make (or promise to make), hire (or promise to hire), sell (or promise to sell), otherwise dispose of (or promise to dispose of), use or import the products which contain or use the technique or Intellectual Property, or store such products for the above purpose;

(b) make use of the methods and processes which contain or use the technique or Intellectual Property, or conduct the activities described in paragraph (a) above to the products produced by using the methods or processes;

(c) license, sub-license, joint venture or make any other similar arrangementwith any third party to do anything contemplated by paragraphs (a) and (b) above.

**甲方代表**是指附件\_\_\_中由甲方所确定的负责本协议项目执行工作的代表人员或甲方另行指派的代表人员。

“Representative of Party A” is someone listed in Schedule [ ] who has been determined by Party A to be responsible for the Project’s implementation on behalf of the institute, or other person that the institute appoints.

**乙方代表**是指附件\_\_\_中由乙方所确定的负责本协议项目执行工作的代表人员或乙方另行指派的代表人员。

“Representative of Party B” is someone listed in Schedule [ ] who has been determined by Party B to be responsible for the Project’s implementation on behalf ofthe institute or other person that the institute appoints.

**学生**是指在甲方研究所或乙方研究所就读的且承担本协议部分项目工作的从事学术研究的人员。

“Student” means a person undertaking academic studies at Party A or Party B and employed by either Party to perform part of the Project.

**学生协议**是指由协议双方与属于一方但派驻到对方从事本项目研究的学生所共同签订的三方协议。该学生协议应明确规定学生在从事本协议项目研究时三方所应承担的权利和义务，且应与附件二学生协议样本在形式上一致。

“Student Agreement” means a tripartite agreement signed between the Parties and the Student who participates in the research of the Project. Such an Agreement shall expressly describe the respective rights and obligations of the three parties during the course of the Project study performed by the Student and shall be in a form substantially similar to the template Agreement that is appended as Schedule 2.

**论文**是指参与到本项目具体研发活动中的双方研究人员与学生为了展现本项目学术成果撰写并准备发表的文章。

“Thesis” means a document prepared by the researchers and Students involved in the research and development activities of the Project in relation to the academic result of the Project for the purposes of publishing.

1.2本协议各条款的标题仅具有指示作用，但不得用于解释本协议。不得仅仅因为本协议的一方提供了本协议某个条款的文本，而在解释该条款时对该方作出不利的解释。

1.2 Titles of the provisions only have the function of indicating, and cannot be used to interpret this Agreement. No adverse interpretation shall be made to any party just because that party provides a text of the provisions of this Agreement.

2.项目实施

2. Project Implementation

本协议任何一方应：

（a）在协议生效之日起启动项目并与对方就项目的实施进行合作；

(b)根据附件一所规定的方式和时间提供各自的项目款项；

（c）本着谨慎的态度并以专业的技能开展项目研究，以保证项目研究工作符合各项专业标准；

（d）保证项目内容的顺利实施以完成既定目标，并根据附件一所规定的时间向对方提供要求的材料和/或物品；

（e）在规定的完成日期前完成本项目的研究工作。

2.1 Each Party agrees to:

(a) initiate the Project on the Commencement Date and cooperate with the other Party in implementing the Project;

(b) make its Contributions in accordance with the method and timing described in Schedule 1;

(c) carry out the Project research with due professional care and skills and meet all relevant professional standards;

(d) meet the milestones and provide the Deliverables to the other Party at the times identified in Schedule 1;

(e) finish the Project by the Completion Date.

3.报告

3. Reporting

3.1 双方代表应根据约定的时间节点，就各自负责的研究任务向对方提交项目进展情况报告。该项目报告应包括如下信息：

3.1 The representative of each party shall provide the other Party a written report of the project progress in its respective research tasks in accordance with the agreed timing. The report shall include the following information:

(a)在开展项目过程中所涉及的各项任务；

(a)the tasks performed;

(b)任何妨碍或者延迟项目实施的事件；

(b)any incident that hinders or delays the performance of the Project;

(c)项目目标的研究进展情况；

(c) progress of the Project objective;

(d)已经完成的项目目标；

(d) accomplished Project objective;

（e）在项目实施过程中所产出的新产品、新材料、新技术、新方法或其他知识产权；

(e)new products, materials, technology, method and any other Intellectual Property created in the course of Project implementation;

（f）开展下一步研究工作的建议；

(f) plans for further work;

(g) 经费使用情况；

(g) detailed description of the use of funds;

(h)项目报告所涉及的任何其他信息。

(h) any other information related to the Project report.

3.2 本协议项目完成后或本协议根据第11.2条提前终止，本协议双方应分别起草一份针对已完成项目内容的详尽报告，并应包括第3.1条所涉及的相关信息。

3.2 After the Project is finished or when the Project terminates before the completion date under Article 11.2, both of the Parties shall draft a detailed report in regard to the part of the Project that has been finished, and the report shall include the information covered in Article 3.1.

3.3 协议双方对3.1条和3.2条相关报告的内容，均应遵守本协议第6条（保密条款）的规定；在使用上述内容时，均应遵守本协议第5条（知识产权的归属与使用）和第8条（发表）的规定。

3.3 Both Parties have the right to keep the copies of the reports covered by Article 3.1 and 3.2. In use of the copies, both Parties shall comply with the requirements in the Agreement of Article 6(confidentiality provisions), Article 5 (the ownership and use of Intellectual Property provisions) and Article 8(publication provisions).

3.4协议双方均应该对其项目实施情况进行完整和准确的记录，尤其应该保证对项目知识产权做出清晰描述。

3.4 The Parties should keep complete and accurate records of the implementation, in particular, should ensure to make clear description of the Project Intellectual Property.

4.项目管理

4.1 甲、乙双方代表各自分别负责对项目研究工作进行如下管理活动：

(a) 在甲方或乙方开展项目研究的日常管理工作；

（b）对参加本项目研究的学生进行管理和监督；

（c）分别作为甲方和乙方进行日常工作联系的代表；

（d）为对方的研究人员或学生使用本方的仪器、设备或技术服务提供便利，以使对方的研究人员或学生能够在其自身研究所从事本项目的研究工作。但是，除本协议另有约定外，对方研究人员或学生在对方国家的交通、食宿等费用应由各方分别承担；

（e）对项目研究进度进行跟踪，确保项目按照既定目标顺利实施；

（f）记录相关的研究和技术数据，或者监督并确保该数据的及时记录，并根据本协议的规定按时提交项目报告。

6.1 Representative of Party A and the representative of Party B will perform the following on behalf of its own Party:

(a) perform daily management of the Project conducted at its own Party;

(b) conduct administration and supervision of any Students working on the Project;

(c) act as the contact for daily communications with the other Party;

(d) provide access to the other Party facilities and technical assistance to enable the other Party’s researchers or Students to conduct the Project whilst attheir own Party’s cost (the cost of all travel and accommodation expenses of the other Party’s researchers or Students in other Party’s country )will be borne by their own Party;

(e) track the progress of the Project research to ensure that the Project is implemented in accordance with the set objectives.

(f) record relevant research and technical data or supervise and ensure the record of such data in a timely manner; submit Project reports on schedule under this Agreement.

4.2 协议双方可以遴选新的合适人选替换其原有代表并以简短的书面形式告知对方。

4.2 Both Parties keep the right to select a new suitable representative and also have the obligation to inform the other Party in written form.

4.3 根据本协议而进入对方研究所进行相关活动的研究人员或学生，应该遵守对方研究所及其相关人员的所有的合法且合理的规定或指示，其中，尤其包括以下规定或指示：

（a）安全规定和准入规定；

（b）人身安全与健康规定；

（c）设备、资料和仪器（例如实验室）的使用规范；

（d）计算机、电子设备或通讯设备、软件、数据库或在线服务的使用规范。

根据第7.1条，所有在对方研究所进行项目研究工作的研究所学生应该与本协议双方签订一份学生协议。进入该对方研究所的学生在该对方研究所期间应该遵守其学生协议的规定。

4.3 The Parties have agreed thatone Party’s researchers or Students that need to perform relevant activities at the other Party’s site under this Agreement must comply with all lawful and reasonable regulations and directions given by that Party or by its Personnel, including regulations or directions concerning the:

(a)security and access to the site;

(b)health and safety of any person;

(c)use of any equipment, materials or facilities (such as laboratories); or

(d)use of any computer, electronic or telecommunications device, software, databases or on-line services.

According to Article 7.1, any Student that works at the other Party’s site shall sign a Student Agreement with both Parties hereunder. Those Students shall apply with the provisions in the Student Agreement when they are at the other Party’s site.

5.知识产权的归属与使用

**5. Ownership and Use of Intellectual Property**

5.1 背景知识产权的归属将不受本协议的任何影响。在本协议项目研究期间，本协议的一方许可另一方在开展本项目研究的必要范围内以非独占、不可转让、不可分许可且免使用费的方式使用其背景知识产权。

5.1 The ownership of Background Intellectual Property will not be affected by this Agreement. During the process of this Project, each Party grants the other Party a non-exclusive, non-transferable, non-sublicense, royalty free licence to use that Party’s Background Intellectual Property:

5.2项目知识产权的归属按下列原则确定：

在项目实施期间，一方独立创造产生的项目知识产权归该方所有；双方共同创造产生的项目知识产权归双方共有。

5.2 Ownership of Project Intellectual Property shall be determined by the following principle:

During the process of the Project, the Intellectual Property created by either Party alone belongs to the Party which makes the creation. And if the Intellectual Property is created by the Parties together, the Project Intellectual Property is joint Intellectual Property belonging to the two Parties.

5.3对于一方单独拥有的项目知识产权,该方可授予对方为其自身研究使用（但仅限于研究使用目的）之权利。对于双方共有的知识产权，任何一方拥有为其自身研究和教学使用的权利。

5.3 Each Party could grant the other Party the right to use its own Project Intellectual Property for the other Party’s research purpose only. Both Parties shall have the right to use the joint Intellectual Property for the purpose of its own research and teaching.

5.4本协议任何一方在双方未达成书面协议的情况下，不得对共有的项目知识产权进行商业化。双方书面协议中应约定一方使用共有项目知识产权的条件，包括但不限于以下条件:

（a）商业化一方向另一方支付使用费,该使用费应该考虑到另一方对项目知识产权的贡献，还应考虑到商业化一方的未来发展成本；

（b）商业化一方向另一方赔偿其就项目知识产权进行商业化而给另一方可能带来的损失。

5.4 Neither Party of this Agreement shall commercialize the joint Project Intellectual Property before the Parties have reached a written agreement in this regard. Such a written agreement shall include, without limitation, the following conditions in respect to the use of the joint Project Intellectual Property by each Party:

(a)The Party commercializing the Project Intellectual Property shall pay the other Party royalties, which shall reflect the other Party’s contributions to the Project Intellectual Property as well as the future development costs of the Party conducting the Commercialization.

(b)The Party commercializing the Project Intellectual Property shall indemnify the other Party for any potential loss arising from or in connection with the Commercialization of the Project Intellectual Property.

**或**对于双方共有的项目知识产权，双方均有权自行实施商业化，但在许可第三方实施之前需要经过对方书面同意。

**OR** Each Party keeps the right to commercialize the joint Project Intellectual Property on its own. Nevertheless, each Party shall obtain the written consent from the other Party before allowing any third party to implement the Commercialization.

**或**对于双方共有的项目知识产权，双方均有权自行实施商业化和/或自行决定给予第三方实施。

**OR** Both Parties have the right to commercialize the joint Project Intellectual Property on their own and/or determine at their own discretion to allow any third party to implement such Commercialization.

5.5项目知识产权改进的归属和使用

本协议期满或终止后，任何一方对项目知识产权进行改进或/和二次开发，由此产生的后续开发成果属于改进一方或二次开发方所有。

5.5 Ownership and use of the improved Project Intellectual Property

After the expiration or termination of this Agreement, each party shall be entitled to improve or/and further develop the Project Intellectual Property, and any result generated therefrom shall become the property of the party who performs such improvement or further development.

5.6 任何一方完全有权利对其单独享有的知识产权进行保护。

5.6 Each party shall have the absolute right to protect its own Intellectual Property.

5.7 对双方共有的项目知识产权的保护按照下述原则处理：

5.7 Parties shall protect the joint Project Intellectual Property in accordance with the following principles:

（a）双方决定就项目知识产权申请专利的，双方为共同专利权人。双方共同指定代理人负责该等专利申请，并由双方均担相关费用。协议双方商议由\_\_\_\_主导负责提出专利申请。

(a) If both Parties decide to apply for a patent on the Project Intellectual Property, they shall be the joint patentee of this patent. The patent agent responsible for the patent application shall be appointed by both Parties, and the patent fees and costs shall be equally shared by both Parties. Both Parties agree to have \_\_\_\_\_\_\_\_ lead the filing of the patent application.

或双方决定就项目知识产权申请专利的，双方为共同专利权人。如果双方在中国大陆境内对项目知识产权申请专利，那么由甲方负责，并承担全部专利费用；如果双方在乙方所在国家对项目知识产权申请专利，那么由乙方负责，并承担全部专利费用；如果双方一致同意在第三国申请专利，那么由双方共同指定的代理人负责，并由双方均担专利费用；

OR If both Parties decide to apply for a patent on the Project Intellectual Property, they shall be the joint patentee of this patent. If the Parties decide to file the patent application for the Project Intellectual Property in the territory of mainland China, Party A will be responsible for such application as well as the relevant fees and costs associated therewith. If the Parties decide to file the patent application for the Project Intellectual Property in the country where Party B is located, Party B will be responsible for such application as well as the relevant fees and costs associated therewith.If both Parties agree to file the patent application for the Project Intellectual Property in a third country, the patent agent responsible for the patent application shall be appointed by both Parties, and the patent fees and costs shall be equally shared by both Parties.

（b）如果本协议一方不同意申请专利，另一方不能以自己的名义单独进行申请。

(b) If one Party of this Agreement does not agree to file a patent application, the other Party shall not file any patent application alone in its own name.

或如果一方不同意，另一方可以自己名义申请，但应保障发明人的署名权并保障不泄露对方的保密信息。同时,提出申请的一方给予对方为自身研究和教学目的免费使用该知识产权。

OR If one Party of this Agreement does not agree to file a patent application, the other Party is entitled to file the patent application in its own name, provided that the authorship of the inventor shall be ensured and the Confidential Information of the counterparty shall not be disclosed. The Party who files the patent applicationshall give the other Party free access to the Intellectual Propertyfor its ownresearchand teaching purposes.

（c）本协议的一方在对方国家或在第三方国家申请专利（包括PCT专利申请）时，应该遵守协议方所属国的技术保密规定，进行保密审查；

(c) Each Party shall comply with the regulations in respect to technology security of the county of the other Party and obtain the security clearance when it files a patent application (including PCT application) in the country of the other Party or a third party’s country.

（d）当项目知识产权被第三人侵犯时，本协议双方应该进行协商，商定保护项目知识产权的方式、费用分担方式以及指定保护项目知识产权的代表人或代理人；如果协议一方放弃对项目知识产权的保护，那么另一方可以以自己的名义单独采取适当的方式对项目知识产权进行保护。

(d)When the Project Intellectual Property is infringed by a third party, both Parties shall negotiate on the protection methods, costs-sharing and the representative or agent designation. If any Party waives the protection of the Project Intellectual Property, the other Party could adopt any appropriate method to protect the Project Intellectual Property in its own name.

5.8本协议双方有义务对对方申请专利、保护知识产权等事项提供必要帮助。

5.8 Each Party to this Agreement shall have the obligation to provide reasonable and necessary assistance to the other Party in respect to its patent application and protection.

5.9双方约定，任何一方在使用对方知识产权，不能从对方获得知识产权不侵权担保。

5.9 Both Parties agree that, when one Party uses the Intellectual Property of the other Party, no guarantee that such Intellectual Property is of no infringement issue will be given by the other Party.

5.10免责条款

双方约定，对本协议背景知识产权以及项目知识产权的使用，相互不承担任何担保责任,包括但不限于商业化的担保,对特定目的的适用性等。双方认可，甲乙双方不应对任何一方使用或不能使用另一方的上述知识产权而引起的、或与此有关的任何损害承担任何责任。

5.10 Exemption

Both Parties agree that they are exempted from any liability of guarantees as to the use of the Background Intellectual Property and Project Intellectual Property under this Agreement, including but not limited to the guarantee of Commercialization or the usability for certain particular purposes. Both Parties acknowledge that neither Party will be responsible for the other Party’s harms or losses arising from or in connection with its use or non-use of the aforementioned Intellectual Property.

**6．保密**

**6. Confidentiality**

6.1除本协议另有约定的以外，本协议的任何一方未经对方书面同意，不得向第三方披露对方保密信息，亦不得使用对方的保密信息。

6.1 Unless otherwise provided in this Agreement, each Party shall not disclose to any third party or use the confidential information of the other Party without first obtaining the other Party’s prior written consent.

6.2除本协议另有约定的以外，本协议任何一方均不得向第三方披露本协议项目信息(包括项目知识产权)，或允许第三方使用该信息。但是，本协议一方以下信息的披露和使用不受上述限制：

6.2 Unless otherwise provided in this Agreement, neither Party to this Agreement shall disclose to any third party any Project information (including Project Intellectual Property) or allow any third party to use such information. Nevertheless, the disclosure and use of the following information of any Party shall not be subject to the above restrictions.

(a)该信息已经属于公有领域或非因违反本协议而进入公有领域；

(a)information that is already part of the public domain or becomes available to the public other than as a result of the breach of this Agreement;

(b)该信息是本协议一方通过合法手段独立获得的，但协议方明知第三方以违反保密义务的方式而披露给自己的信息除外。

(b) information that is independently and lawfully obtained by one Party to this Agreement, except for those disclosed as the result of any third party’s violation of its confidentiality obligations, and the Party is fully aware of such disclosure.

6.3任何一方对本协议的条款、附件及补充协议都需要保密。一方向上级主管部门及有关政府主管部门披露合同的必要信息的情形除外。

6.3 All Parities shall keep the terms, attachments and supplemental agreements of this Agreement confidential. The disclosure of certain necessary information of this Agreement to the higher authorities and related governments of any Party is not suspended.

6.4协议双方除在协议期内必须遵守保密义务外，协议终止后（ ）年内需要继续保密。

6.4 The Parties shall comply with the confidentiality obligations within the term of this Agreement as well as [ ] years after the termination of this Agreement.

6.5本协议一方在下列条件下，可以披露对方的或本协议项目的保密信息：

6.5 Any Party of This Agreement could disclose the confidential information of the other Party as well as of this Project under the following conditions:

(a)披露保密信息的对象是接收方的员工、主管人员和相关顾问，但以披露方认为披露该保密信息有助于实现本协议的内容为限，且须要求接收方对披露内容予以保密；

(a) the Confidential Information is disclosed to the employees, officers and relevant advisors of the receiving Party to the extent that such disclosure will help, under the view of the disclosing Party, in achieving the content of this Agreement and the receiving Party is required the keep the disclosed information in confidence.

(b)在法律或者相关的监管机构以及上级主管部门要求的必要限度内披露上述保密信息，但是在披露之前，披露方应该尽快将披露的形式和条件通知协议对方。

(b) the Confidential Information is disclosed to the extent that is required by laws or regulations or the relevant governmental authorities, provided that the disclosing Party notifies the other Party of the form and conditions of the disclosure as soon as practicable before such disclosure is made.

6.6本协议双方应该采取必要的保密措施以确保其涉及本项目的人员、代理人及承包商保护对方的保密信息和本协议项目所产生的保密信息。

6.6 Both Parties of this Agreement shall take necessary confidential measures to ensure that all of the personnel, agents and contractors involved in this Project would protect the confidential information generated from this Project and of the other Party.

**7.学生参与**

**7. Student Involvement**

7.1 甲、乙双方各自的学生可以参与本协议项目的研究工作。除本协议另有约定外，参与项目研究工作的学生的成本、费用、支出、风险等由该学生所属的单位承担，协议对方不承担任何责任。

对参与项目研究的学生，该学生所属研究所应该：

(a)与该学生签署一份保密协议，该保密义务应该与本协议第6条规定的内容相一致；

(b)在该学生对其论文享有著作权的前提下，确保本协议双方对该学生创造的项目知识产权依照第5条的规定享有相应的权利。

7.1. Students from both Parties can participate in the Project. Unless otherwise provided in this Agreement, the Party which the Students belongs to is responsible for the costs, expenses and risks of the Student involved in the Project, and the other Party would not assume any responsibility.

One Party shall perform the following conducts for the involvement of its own Students:

(a) signing a confidentiality Agreement containing obligations which are consistent with Clause 6 in this Agreement with each Student.

(b) ensuring that both Parties enjoy the right to any Project Intellectual Property developed by a Student in accordance with Clause 5 of this Agreement, provided that the Student will own the copyright in his or her thesis;

7.2 经协议双方协商，协议一方所属的学生可以被选派到对方研究所从事本项目的研究工作。被选派学生在对方研究所的成本、费用、支出、风险等，可以由己方承担/对方承担/协议双方另行协商确定。

如果被选派的学生在对方研究所研究期间无法继续进行该研究，那么选派一方应该书面通知对方，并另行选派合适人选并在征得对方同意的情况下，替换该学生。

7.2 After negotiation Students from one Party can be seconded to the other Party to engage in the Project research. Costs，expenses and risks of such Students shall be born by its own Party/the other Party/under the Agreement otherwise made between the Parties.

If the seconded Student can not continue the research during the research period at the other Party’s research site, the Party who seconds the Student should notify the other Party in written form and replace such Student with another properly-selected Student with the prior consent from the other Party.

7.3 参与本项目的学生均有权发表论文，但是论文的发表不得违反本协议关于保密或知识产权保护的规定。

7.3 Students involved in the Project have the right to publish papers, provided that any paper to be published must not violate any provisions of confidentiality or Intellectual Property rights protection.

**8.发表**

**8. Publication**

8.1 在不违反本协议关于保密或知识产权规定的情况下，协议任何一方均有权发表本项目的研究成果。

8.1 Each Party is entitled to publish the results of the Project, provided that no provision in respect to Confidential Information or Intellectual Property right is violated.

8.2协议任何一方在其发表的论文或出版物中应该明确标明另外一方对本研究成果的贡献，以及其对本研究成果的资助情况。

8.2 Each Party in its published papers or other publications should expressly indicate the other Party’s contribution as well as provision of funds to the research results.

8.3 在任何有关本项目的论文、出版物或研讨活动中，协议双方均不得故意做出或允许做出关于对方或本项目的不准确或误导性的陈述。

8.3 Neither Party is allowed to make or allow others to make any inaccurate or misleading statements in published papers, other publications or academic discussion activities in connection with this Project.

**9.变更、转让和承继**

**9. Modification, Assignment and Inheritance**

本协议内容的任何变更必须由双方书面签字同意。未获得对方的书面同意，本协议任何一方不得转让其在本协议项下的权利和义务，也不得委托他人代其承担本协议项下的权利和义务。

一方发生分立、合并等情形，本协议项下的权利义务由合并、分立后的主体承继。

Modifications to this Agreement must be in writing and signed by authorised signatories of both Parties. Neither Party may assign or trust others to undertake its rights and obligations under this Agreement without prior written consent of the other Party.

In the condition of any Party’s division or merger or other circumstances, all rights and obligations of that Party shall be inherited by the new legal subjects that were divided from the original Party or the new legal subjects that merged the original Party.

10.协议双方的关系

**10. Relationships**

本协议双方各自作为独立的签约方签署本协议。本协议的任何内容在本协议双方之间不产生包括合伙、代理、信托、合资等关系在内的任何形式的其他关系。

Each Party enters into this Agreement as an independent entity. Nothing in this Agreement shall create any other relationship in any form between the Parties, including partnership, agency, trust, joint venture or otherwise.

**11.协议的期限和终止**

**11. Term and Termination**

11.1本协议的期限为\_\_\_年，自 到 为止。

11.1 The term of this Agreement is [ ] years, from [ ] to [].

11.2如果本协议一方违反本协议约定的义务，那么守约方有权书面通知违约方要求其履行本协议约定的义务，并承担相应责任。如果违约方在收到书面通知30日内仍未履行相关义务，则守约方有权书面通知违约方终止本协议，通知到达违约方之日起，本协议自行终止。本协议终止后，违约一方仍应承担相应的违约责任。

11.2 If one Party breaches this Agreement, the other Party may notify the breaching party in written forms to require the breaching Party to perform its obligations. If the breaching Party does not perform or refuse to perform the required obligations in 30 days after receiving the written notice, the other Party has the right to give the breaching party a written notification terminating the Agreement. The day that the breaching Party receives the written notification is the termination date of this Agreement. After the termination, the breaching Party shall continue to be liable for breaching the Agreement.

11.3因违约而导致本协议终止后，本协议任何一方应立即将对方为完成本项目而提供的或研发的各种物质、设备、仪器、资料返还给对方。因违约而导致本协议终止后，另外一方必须停止使用本协议中另一方提供的背景知识产权。

11.3 Where the Agreement is terminated under this section, each Party shall promptly deliver to other Party all substances, equipments, instruments and materials provided or developed by the other Party for the purpose of this Project and stop using the Background Intellectual Property provided by the other Party under this Agreement.

**12.协议终止后的权利义务**

12. Rights and Obligations after Termination

本协议5条、6条、10条、14条、17条、19条、20条以及其他依照其特性在协议终止后仍然有效的条款，不因协议期限届满或协议提前终止而受到影响，在本协议期间届满或终止后仍然有效。

Regardless of the expiration or the early termination of this Agreement, Articles 5, 6, 10, 14, 17, 19, 20 and other provisions which are still effective after the termination of this Agreement in accordance with their characteristics will still be in force after the expiration or termination of this Agreement.

**13.赔偿责任**

13. **Indemnification**

13.1 在下列情况下，协议一方对另一方因第三方的诉讼、索赔而产生的损失承担赔偿责任：

（a）该诉讼、索赔而产生的损失是因该方违反本协议约定而导致的；

（b）因协议一方的过错而在该方的场所导致另一方人员的死亡或身体伤害。

13.1 Each Party shall take the responsibility to indemnify the other Party any and all its losses arising from litigations and claims if:

(a) such losses are due to the breach of the Agreement by the indemnifying Party;

(b) the death or bodily injury of the other Party’s personnel at the indemnifying party’s site are due to the negligence of the indemnifying Party.

13.2 协议一方对另一方因诉讼、索赔而产生损失的上述赔偿责任仅限于上述情况的直接损失，并且不超过另一方履行本协议的全部投入；如果该协议另一方对该诉讼、索赔亦有过错，协议一方的赔偿责任则因另一方的过错程度而加以减轻。因诉讼、索赔而产生的间接损失，协议一方没有赔偿责任。

13.2 The liability of a Party to identify under this clause will be limited to the direct losses suffered by the other Party and not exceed its total investment for implementing this Agreement. Neither Party will be liable for the consequential damages suffered by the other Party from any litigations or claims. The liability of a Party to indemnify under this clause is reduced proportionately to the extent that any fault by the other Party or its Personnel contributed to such liability.

**14.名称、商号、商标和服务标记的使用**

14. Use of Name, Trade Names, Trademarks and Service Marks

本协议的任何一方均同意，除本协议另有明确规定之外，未经另一方事先书面同意，不得公开使用另一方的名称或其等效名称，或任何其它商号、商标或服务标记。在与第三方订约发生任何法律义务时，任何一方均不应当使用本项目的名称\_\_\_\_\_。

Unless otherwise expressly provided in this Agreement, both Parties agree that neither Party shall publicly use the other Party’s name or equivalent names, or any other trade names, trademarks or service marks. The Parties also agree that neither Party shall use the Project’s name \_\_\_\_\_\_\_\_\_\_ when any Party enters into any contract with a third party.

**15.通知**

**15. Notification**

15.1任何需要送达甲、乙双方的通知均可通过个人送交、预付快递、预付邮件或电子邮件、传真等方式送达，为确保另外一方及时收取通知信件，发出通知的一方应于发出之时电话通知该被通知方。

Any notice required to be served on Party A or Party B may be served either by personal delivery, prepaid courier, prepaid mail or by email, facsimile, with the exception of written form agreed by both Parties. In order to ensure that the other Party receives the notice in time, the Party sending the notice shall call the other Party at the time when the notice is sent out.

甲方关于本协议的送达地址或联系方式：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery address or contact of Party A on this Agreement:

乙方关于本协议的送达地址或联系方式：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Delivery address or contact of Party B on this Agreement:

15.2除非有相反证据证明，通过个人递交或电子邮件、传真的方式送达的通知，应以送达当天作为送达日；通过预付快递或预付邮件方式送达的通知，以送达人将通知递交快递公司或邮件公司之日后第\_\_\_\_\_\_\_\_日作为送达日。

15.2 Unless there is opposite evidence, if the notice is sent by personal delivery, email or facsimile, the notice will be deemed to have been received upon the date of delivery; if by prepaid courier or prepaid mail, the notice will be deemed to have been received [ ] days after the sender sending the notification to the express or mails company.

15.3 对其他有形财产或资料、信息的送达，适用于上述有关通知的送达。

15.3 The above ways of delivery shall apply to the delivery of any other tangible properties, files or information.

**16.协议的完整性**

**16. Entire Agreement**

16.1 本协议及其所有附件构成协议双方关于本项目合作的完整协议，本协议双方在该协议生效日之前签订的关于本项目主题的其他协议即应被本协议替代。

16.1 This Agreement and all the Schedules attached hereto constitute the entire agreement between the Parties in relation to this Project and supersede all earlier agreements and representations executed between the Parties prior to the effective date of this Agreement on the subject matters of this Project.

16.2如果本协议条款与协议附件的内容不一致，以本协议条款为准。

16.2 In the event of any inconsistency between the terms of this Agreement and the Schedules, the terms of this Agreement shall prevail.

16.3 如果本协议与学生协议之间不一致，那么以本协议为准。

16.3 In the event of any inconsistency between this Agreement and the Student Agreements, this Agreement shall prevail.

**17.本协议条款的效力确定**

**17. Provisions Effectiveness**

本协议的任何条款及其履行，均应符合中国和乙方所在国相关法律法规的强制性规定；否则，该条款无效或不可执行。

如果本协议任何一个条款或几个条款由于某种原因而被认定为无效、违法或不可执行，则其不会影响其他条款的效力。其他所有条款将作为一个整体仍然有效并对双方具有约束力。

Any provision of this Agreement and the implementation thereof should be consistent with the mandatory requirements under the law of China and the county of Party B. Otherwise, that provision is invalid or unenforceable.

If any or several provisions of this Agreement have been found to be invalid, illegal or unenforceable for certain reasons, it would not affect the validity of other provisions under this Agreement. Such other provisions, as a whole, would still be in force for both Parties.

**18．权利的放弃**

**18. Waiver**

本协议一方未在某一时间要求对方履行本协议约定的义务，并不表示其已放弃了下述权利：

(a)要求对方继续履行其义务的权利，或者要求对方对违约行为进行赔偿的权利，但协议一方已书面通知对方放弃上述权利的除外；

(b)在其他时间要求对方继续履行其在本协议下其他义务的权利。

The failure of a Party at any time to insist on the performance by the other Party of any obligation under this Agreement is not a waiver of the following rights:

(a) to insist on performance of, or to claim damages for breach of, that obligation unless that Party acknowledges in writing that the failure is a waiver; and

(b) at any other time to insist on performance of that or any other obligation of the other Party under this Agreement.

**19.合理帮助**

**19. Reasonable Assistance**

为履行本协议约定的义务，协议一方有权要求另一方及其雇员或代理人提供合理的帮助。

In order to fulfil the obligations of this Agreement, one Party keeps the right to ask the other Party’s employees or agents to provide reasonable assistance.

**20.违约责任**

**20. Default**

如果协议一方违反本协议约定给对方造成损害，违约一方应该依法向对方承担相应的违约责任和/或赔偿责任。

If one Party defaults on this Agreement and causes harm or losses to the other Party, it shall be liable for such harmor losses under applicable laws and regulations.

**21.不可抗力**

**21.** **Force Majeure**

21.1签约的任何一方，由于战争、严重洪灾、火灾、台风、地震、或政府禁令等情形以及双方同意的其他不可抗力事故而无法按期履行协议项下的全部或部分义务时，可延长协议的期限，延长期相当于事故所影响的时间。

21.1 If a Force Majeure Event, including but not limited to,a war, serious flood, fire, typhoon, earthquake, administrative order or any other event agreed by both parties, adversely affects a party’s ability to perform all or part of its obligations under this Agreement on time, then the term of this Agreement could be extended by the period affected by the Force Majeure Event.

21.2 遭受不可抗力的一方应尽快将发生不可抗力事故的情况以传真、电子邮件或电报等方式通知对方（该通知应该包括该不可抗力的合理程度的细节和将不能履行或延迟履行义务的预期），并于\_\_\_天内以航空挂号邮件等方式将有关当局出具的证明文件提交另一方确认。

21.2 The Party affected by the Force Majeure Event shall notify the other Party as soon as practicable through facsimile, email or telegram (A reasonable degree of details of such Force Majeure Event and the prediction of non-performance or delayed performance of obligations shall be contained in the notification). The supporting documents of such Force Majeure Event issued by related authorities shall in [ ]days be sent through registered airmail or other ways for the confirmation of the other Party.

21.3 如果遭受到不可抗力的一方已经按照本条第二款的约定履行了通知义务，并且该方采取了合理的措施来尽快消除该不可抗力（但这并不需要该方解决罢工、停工或其他劳动争议等要求)并避免损失的扩大，那么即使因不可抗力导致该方承担义务的履行的延迟或不能履行,亦不构成违约，如果该义务仍可继续履行的，该方应获得延期履行其义务的合理时间。

21.3 If the Party affected by the Force Majeure Event has already notified the other Party according to the above term, and taken reasonable measures to eliminate the effect of such Force Majeure Event and mitigate damages (settling of the strike, layout and other labour disputes is not necessary), the non-performance or delayed performance resulted from the Force Majeure Event shall not be deemed as a default on this Agreement. In the case of possible performance, a reasonable period of delay shall be given to that Party.

21.4 如果不可抗力已经持续30日以上，那么协议双方应该善意地进行协商，以达成双方都满意的解决方案。

21.4 If the relevant Force Majeure Event continues for a period of more than 30 consecutive days, the Parties may negotiate in good faith to reach a mutually satisfied settlement.

**22.适用法律**

**22. Governing Law**

需要解释本协议或执行本协议发生争议时，双方约定适用中华人民共和国的法律、法规。

This Agreement shall be governed by and construed in accordance with the laws and regulations of the People’s Republic of China in the case of provisional interpretation or disputes due to this Agreement.

**或**者适用本协议最密切联系地国家的法律、法规。

OR be governed by and construed in accordance with the laws and regulations of which state the Agreement is most related to.

**或**者适用\_\_\_国的法律、法规。

OR be governed by and construed in accordance with the laws and regulations of [ ].

本协议争议解决的程序性事项，应该适用争议裁判地的法律或法规。

The procedural issues of the dispute resolution under this Agreement shall be governed by the laws or regulations of the place of jurisdiction over such disputes.

**23.争议的解决**

**23. Dispute Resolution**

23.1与本协议有关的任何争议、纠纷或者索赔或有关本协议违约、终止或者无效等事项，双方应通过友好协商方式加以解决。

23.1 Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled through negotiation by both Parties in good faith.

23.2如果协议双方未能就上述事项达成和解，任何一方均可就争议事项提交：

Any dispute not settled upon the above discussion shall be submitted by any Party to:

（1）中国国际经济贸易委员会( China International Economic and Trade Arbitration Commission, "CIETAC)仲裁，仲裁地点在\_\_\_\_\_。按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

(a) The China International Economic and Trade Arbitration Commission for arbitration ("CIETAC"). The place of arbitration shall be [ ]. The arbitration shall be conducted in accordance with CIETAC's arbitration rules ("CIETAC's Rules") in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

**或**(2)香港国际仲裁中心（Hong Kong International Arbitration Centre,“HKIAC”) 仲裁。按照申请仲裁时该中心现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

**OR (**b) The Hong Kong International Arbitration Centre (“HKIAC”). The arbitration shall be conducted in accordance with HKIAC’s arbitration rules (“HKIAC” rules) in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

**或**（3）新加坡国际仲裁中心（Singapore International Arbitration Centre, “SIAC”）。

**OR** (c) The Singapore International Arbitration Centre (“SIAC”) which shall be conducted in accordance with the Commission's arbitration rules (“SIAC”rules) in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

**或**（4）＿国＿仲裁机构。按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

**OR** (d) The Arbitration Centre of [ ], The arbitrationshall be conducted in accordance with the Commission's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both Parties.

23.3在争议的处理过程中，若仲裁的内容是协议的部分条款，除正在进行仲裁或诉讼的部分外，协议的其他部分将继续履行。

23.3 During the process of arbitration, in case that any provisions of the Agreement is under arbitration, the remaining provisions hereof shall remain in full force and effect.

**24.协议适用的语言**

**24. Language**

本协议用中文和英文两种文字对照完成。如果合同在履行过程中发生条款内容理解的歧义，双方约定以中文/或英文为准。

This Agreement shall be made out in both the Chinese and English languages. In the case of any misunderstanding or discrepancy of the terms, the Chinese/or English version should be chosen as the one to bereferred to by both Parties.

**25.协议文本及生效**

**25. Agreement Texts and Effectiveness**

本协议经双方授权代表签字后生效。本合同正本一式四份，双方各执两份。

如果本协议需要备案，本协议的正本数量应根据备案的需要相应增加。如果备案文本与本协议不一致，以本协议为准。

This Agreement shall be effective from the date when it is signed or stamped by all Parties. This Agreement shall be made out in quadruplicate with each Party holding two of them.

If there is a filing requirement of this Agreement, the number of original copies of this Agreement should be increased accordingly to the requirement. In the case of inconsistence between the filed copyand this Agreement, this Agreement shall prevail.

本协议附件\_\_\_\_至附件\_\_\_\_，为本协议的不可分割的部分，与协议的正文具有同等法律效力。

Schedules [ ] to [ ] of this Agreement are the undivided part of the entire agreement between the Parties with respect to the subject matter hereof and are of the same legal effectiveness as this Agreement.

本协议履行过程中产生的相关补充协议作为本协议的一部分，与本协议具有同等法律效力。

The relating supplemental agreements signed during the fulfilment of this Agreement are deemed as part of this Agreement and thus of the same legal effectiveness.

甲方研究所授权代表： （签字）

Authorized Representative of Party A: (signature)

职位：

Title:

签订时间：

Date of Execution:

乙方（研究所或大学）授权代表： （签字）

Authorized Representative of Party B: (signature)

职位：

Title:

签订时间：

Date of Execution:

**附件一：合作研究项目计划**

**Schedule 1: Project Plans of the Collaborative Research**

项目名称：

Title of the Project:

1．项目介绍和目标

1. Introduction and Objectives

2．项目研究程序

2. Project Research Process

3．提供的相关物品、资料列表

3. List of materials and documents

4．项目完成日期

4. Project Completion Date

5．代表（甲方研究所代表和乙方企业代表）

5. Representatives

6．投入

6. Contributions

A研究所的投入

Contributions of Party A

(a)背景知识产权

(a) Background Intellectual Property

(i) 用在本项目上的专有材料

(i) Proprietary Materials for this Project

(ii)其他背景知识产权

(ii) Other Background Intellectual Property

(b)其他投入（包括资金）

(b) Other contributions (including funding)

B研究所的投入

Contributions of Party B

(a)背景知识产权

(a) Background Intellectual Property

(i) 用在本项目上的专有材料

(i) Proprietary Materials for this Project

(ii)其他背景知识产权

(ii) Other Background Intellectual Property

(b)其他投入（包括资金）

(b) Other contributions (including funding)

7.报告

7. Reports

**附件二：学生协议范本**

**Schedule 2: Student Agreement**