**国际合作项目协议（与国外大学或科研机构合作）（中英文对照）**

**中国科学院长春光学精密机械与物理研究所**

**与\_\_\_国\_\_\_\_\_研究所（大学）**

**国际基金项目合作协议**

CIOMP INTERNATIOANL COLLABORATIVE PROJECT AGREEMENT

BETWEEN

Changchun Institute of Optics, Fine Mechanics and Physics, 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：中国科学院长春光学精密机械与物理研究所（以下简称“甲方”）

单位地址：中国吉林省长春市东南湖大路3888号，邮政编码：130033。

Party A: Changchun Institute of Optics, Fine Mechanics and Physics, Chinese

Academy of Sciences, (hereinafter referred to as “Party A”)

Address:

Postcode:

甲方项目负责人/授权代表：XXX

Principal Investigator/ [Authorised Representative](javascript:;)  : 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:

乙方项目负责人/授权代表：XXX

Principal Investigator / [Authorised Representative](javascript:;) : 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 i n 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8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 8.

**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。

“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.

**项目知识产权**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” 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.

**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.

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）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；

（c）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；

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

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

(d) finish the Project by the Completion Date.

3.报告

3. Reporting

3.1乙方代表应根据约定的时间节点，向甲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 Party B shall provide the Party A a written report of the project progress in its 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）开展下一步研究工作的建议；

(e) plans for further work;

(f)项目报告所涉及的任何其他信息。

(f) 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9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

3.2 After the Project is finished or when the Project terminates before the completion date under Article 9, both of the Parties shall draft a detailed report in regard to the Project that has been finished.

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）分别作为甲方和乙方进行日常工作联系的代表；

（c）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；

（d）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；

（e）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。

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

(c) 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;

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

(e) 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 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。

4.2 The Parties have agreed that one 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.

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。

5.4 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.

5.5 任何一方完全有权利对其单独享有的知识产权进行保护。

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

5.6 对双方共有的项目知识产权的保护按照下述原则处理：

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

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；

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.

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。

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.

**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。

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.

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。

6.3 All Parities shall keep the terms, attachments and supplemental agreements of this Agreement confidential.

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.

**7.发表**

**7. Publication**

7.1不违反在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。

7.1 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.

7.2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。

7.2 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.变更、转让**

**8. Modification, Assignment**

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。

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.

**9.协议终止**

**9. Termination**

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。

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.

**10.违约责任**

**10. 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.

**11.不可抗力**

**11.** **Force Majeure**

11.1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。

11.1 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.

11.2 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\_\_\_天内将有关当局出具的证明文件提交另一方确认。

11.2 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 for the confirmation of the other Party.

**12.适用法律**

**12. 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.

本协议争议解决的程序性事项，应该适用中国的法律或法规。

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

**13.争议的解决**

**13. Dispute Resolution**

13.1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。

13.1 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.

13.2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:

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。

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.

13.3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。

13.3 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.

**14.协议适用的语言**

**14. 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 version should be chosen as the one to be referred to by both Parties.

**15.协议文本及生效**

**15. Agreement Texts and Effectiveness**

本协议经双方授权代表签字后生效。协议有效期同项目执行周期一致，项目执行周期为 年 月 日至 年 月 日。本合同正本一式二份，双方各执一份。

This Agreement shall be effective from the date when it is signed or stamped by all Parties. The validity of the Agreement is the same as the Project Execution Period. The Project Execution Period is from (Month) (Day) (Year) to (Month) (Day) (Year). This Agreement shall be made out in in duplicate with each Party holding one of them.

本协议附件1，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 1** 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.

甲方项目负责人/授权代表： （签字）

Principal Investigator /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）

Principal Investigator /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．项目研究内容

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