No.

**Technology Development Contract**

**技术开发合同**

Project Name:

项目名称：

Party A:

甲方：

Party B: Guangdong Technion-Israel Institute of Technology

乙方： 广东以色列理工学院

Date:

签订日期： 202x年xx月xx日

Validity Period:

有效期限： 202x年xx月xx日-202x年xx月xx日

Based on the standard contract of the Ministry of Science and Technology of the People’s Republic of China

基于中华人民共和国科学技术部标准合同

**Instruction**

**填 写 说 明**

1. This contract is based on the technology development demonstration contract printed by the Ministry of Science and Technology of the People’s Republic of China.

本合同基于中华人民共和国科学技术部印制的技术开发示范合同。

2. This contract applies to joint or entrusted technology development contracts entered into by one party entrusting or cooperating with the other party to conduct research and development of new technologies, new products, new processes or new materials and their systems.

本合同适用于一方当事人委托或合作另一方当事人进行新技术、新产品、新工艺或者新材料及其系统的研究开发所订立的联合或委托技术开发合同。

3. If the parties agree that there are clauses that do not need to be filled in when using this contract, the words "none or /" should be marked in the clause.

当事人使用本合同书时约定无需填写的条款，应在该条款处注明“无或 / ”字样。

4. The signed technology contract can be registered at the local technology contract registration institution of the technology exporter, and the technology client can enjoy relevant tax deductions. If there is a need for identification, please fill in the attached technical proposal (stamped with official seal) and project budget list (stamped with official seal and financial seal).

完成签署的技术合同可在技术输出方当地的技术合同登记机构进行登记认定，技术委托方享受相关税费抵扣。如有认定需要，请填写附件技术方案（加盖公章）及项目费用规划清单（加盖公章及财务章）。

委托方（甲方） / Commissioning Party (Party A):

地址 / Address:

法定代表人 / Legal Representative:

项目联系人 / Project Director:

联系方式 / Contact:

通讯地址 / Mailing Address:

电话 / Phone: +49 33054907913 传真 / Fax: /

电子信箱 /E-mail:

受托方（乙方）/ Commissioned Party (Party B):

广东以色列理工学院Guangdong Technion-Israel Institute of Technology

地址 / Address: 广东省汕头市大学路241号

法定代表人 / Legal Representative: 龚新高 Gong Xingao

项目联系人 / Project Director: 肖可可 Xiao Keke

联系方式 / Contact: 广东以色列理工学院环境科学与工程学部

通讯地址 / Mailing Address: 广东省汕头市大学路241号

电话/Phone: +86 754 8807 7034 传真/Fax: /

电子信箱/E-mail: keke.xiao@gtiit.edu.cn

In order to give full play to the respective resource advantages of both parties, improve the university’s scientific research level; cultivate scientific and technological talents; promote the technology transfer; promote the joint progress of the university, enterprises and society; and expand the university’s influence and brand awareness, the two parties have reached the following collaboration agreement after negotiation and the two parties will abide by it together.

为发挥双方各自的资源优势,结合实践提高科研水平、培养科技人才、促进科技成果转化,促进学校、企业和社会的共同进步,双方经协商，达成如下合作协议，由双方共同恪守。

**Article 1 Research & Development Information**

**第一条 研发信息**

1. R&D Objectives:

研发目标：

1. R&D Content:

研发内容：

**Article 2 R&D Schedule**

**第二条 研发进度计划**

1. (in EN)

(in CN)

1. (in EN)

(in CN)

**Article 3 R&D Funding**

**第三条 研发经费**

1. The Total R&D Funding is

研究开发经费总额为 （ 万元整）

1. Payment:

经费支付方式

* 1. Within 15 working days after this contract takes effect, Party A shall pay Party B 80% of the total funds;

本合同生效后15个工作日内，甲方支付乙方经费总额的80%；

* 1. Party A will pay the remaining 20% within 15 working days after the acceptance of the results of this contract;

本合同成果验收完成后15个工作日内，甲方支付剩余的20%；

1. Additional Incentive Policy:

附加奖励政策：

1. Party B promises that the funds of this contract will be used in accordance with the *"Guangdong Technion-Israel Institute of Technology Horizontal Scientific Research Fund Management Measures"* and the relevant scientific research fund management regulations of the Guangdong Provincial Department of Science and Technology.

乙方承诺本合同的经费遵循《广东以色列理工学院横向科研经费管理办法》以及广东省科技厅相关科研经费管理办法 使用。

1. After the signing of the contract, Party B submits the materials to the local technology contract recognition and registration agency for review, and after the completion of the registration, Party B’s Finance Department will issue tax-exempt general invoices.

合同签订后，乙方向当地的技术合同认定登记机构提交认定登记材料，技术合同认定登记完成后，由乙方财务部开具免税普通发票。

**Article 4 Service Delivery and Acceptance**

**第四条 成果交付和验收**

1. Form of Delivery:

成果交付形式：

1. Form of Acceptance:

成果验收方式：

**Article 5 Intellectual Property and Brand Use**

**第五条 知识产权和品牌使用**

Both parties agreed to take the *“Implementing Rules of the Patent Law of the People's Republic of China”* as the core guidance and agreed:

双方同意，以《中华人民共和国专利法实施细则》为核心指导，约定：

1. The background intellectual property rights or existing technological achievements owned by the two parties before the conclusion of the contract shall belong to the original rights holders. During the collaboration period of this project, both parties grant the other party free non-exclusive license to use their relevant background intellectual property rights.

双方在合同订立前拥有的背景知识产权或已有技术成果归原权利人所有。在本项目合作期间，双方授予对方使用己方相关背景知识产权的免费普通许可。

1. Paper publication: R&D personnel who complete the project under this contract have the right of authorship and publication of the decrypted results in professional academic conferences and academic journals. The authors of the papers will be determined and ranked according to the actual contribution ratio, and the completion organizations will be ranked based on the order of the authors of the papers.

论文发表：完成本合同项目的研发人员享有在专业学术会议及学术刊物署名发表已解密的成果的权利，论文作者排序将按实际贡献大小进行确定和排序，完成单位排序按论文作者排序进行；

1. Application and Maintenance: For joint innovation, inventors need to reach consent for patent application, and both Parties need to give written approval. After the approval process, both Parties proceed to joint IP application together. Inventors are those R&D personnel who participate in the project of this contract and made creative contributions to the substantive features of the invention. Party’s IP rights and interests will be determined and ranked according to inventors’ actual contribution ratio. Relevant application and maintenance fees will be shared according to the proportion of patent right;

申请与维护：对于联合创新，发明人需要就知识产权申请达成共识，并得到甲乙双方单位的书面批准后，方可共同进行联合知识产权申请。发明人指完成本合同项目并对发明实质性特点作出创造性贡献的研发人员。甲乙各方的知识产权权益将根据发明人的实际贡献比例进行确认和排序。相关的申请和维护费用将根据专利权的比例进行分摊。

1. Transfer, Licensing and Royalty: Each party has the priority to purchase the IP from the other party on the same condition. Whether or not the joint invented IP will be filed as patent(s), both parties have the right to commercialize the IP and are obliged to develop a royalty mechanism together in advance or for now the mechanism is agreed as: . If the IP will be transferred or licensed to a third party, related fees such as transfer fee, license fee or royalty fee shall be negotiated and a separate contract shall be signed.

转让、许可和特许权使用费：各方均有对共有的知识产权的优先受让权。无论共同知识产权是否申请专利，双方均有权商业化共同知识产权，并有义务提前约定特许权使用费机制，当前约定为： 。对于向第三方转让或许可知识产权，应协商相关费用如转让费、许可费或特许权使用费，并另行签署合同。

1. Subsequent improvements: After completing the research and development work stipulated in this contract, both parties have the right to independently continue subsequent research and improvements, and the resulting new technological achievements shall be owned by the party respectively. Informing each other of new scientific research results obtained through research and forming new cooperation are encouraged.

后续改进：在完成本合同约定的研究开发工作后，双方有权独立继续进行后续研究和改进，由此产生的新技术成果归各自所有。鼓励互相通报研究获取的新科研成果，并形成新的合作。

1. Brand Use: Both parties promise to only moderately promote each other within the scope of cooperation under this agreement, and shall not use the name of the cooperation to engage in promotional activities unrelated to the cooperation, nor shall they use the other party’s brand to endorse the quality of their own products or services.

品牌使用：双方承诺仅在本协议合作范围内彼此适度宣传，不得使用合作名义从事与合作无关的宣传活动，亦不得使用对方品牌为已方产品或服务做质量背书。

**Article 6 Safety Management**

**第六条 安全管理**

1. If Party A’s employees need to go to Party B’s campus or laboratory, they shall consciously abide by Party B’s relevant rules and regulations and safety requirements. If there is any violation of the rules and regulations, they shall bear legal responsibility for the relevant consequences.

甲方职员需要前往乙方校园或实验室的，应自觉遵守乙方相关的规章制度和安全要求，如有违反制度而造成的相关后果由其承担法律责任。

1. If Party B’s employees need to go to Party A’s workplace, they shall consciously abide by Party A’s relevant rules, regulations and safety requirements. If there is any violation of the rules and regulations, they shall bear legal responsibility for the relevant consequences.

乙方职员需要前往甲方工作场所的，应自觉遵守甲方相关的规章制度和安全要求，如有违反制度而造成的相关后果由其承担法律责任。

**Article 7 Confidentiality**

**第七条 保密**

1. Both parties shall be obligated to keep confidential the other party’s business secret information or materials obtained through the performance of this agreement, including but not limited to intellectual property, products, technologies, solutions, services, raw materials, equipment, processes, engineering, data, finance, commerce, customers and other materials, requirements and information.

双方对由履行本合同而收到的对方信息和资料承担保密义务，包括但不限于知识产权、产品、技术、方案、服务、原料、设备、工艺、工程、数据、财务、商业、客户及其他方面的资料、要求和信息等。

1. It shall not be disclosed to any third party except to employees with a need to know.

双方仅向有知悉必要的雇员披露对方提供的资料，不得随意向任何第三方披露。

1. Confidentiality Term: Regardless of whether this agreement is changed, canceled or terminated, this confidentiality clause will be effective for 10 years after the expiration of the agreement period.

保密期限：不论本合同是否变更、解除、终止，本保密条款在合同期到期之后的10年内有效。

**Article 8 Change and Cancellation**

**第八条 变更与解除**

1. If either party wants to change or terminate the agreement, it must notify the other party in writing 30 days in advance;

任何一方欲变更或解除合同，须提前30日以书面形式通知另一方；

1. Any disputes arising from the signing and performance of this agreement between the two parties shall be resolved through friendly negotiation. If negotiation fails, the matter shall be submitted to Shantou Arbitration Commission for arbitration in accordance with its arbitration rules.

双方因履行本合同而发生的争议，应友好协商解决。如协商不成，提交汕头仲裁委员会处理；

**Article 9 Signature**

**第九条 签署**

This agreement is made in FOUR copies, each party holds TWO copies, and has the same legal effect. It will take effect after being signed by the authorized representatives of both parties and stamped with the official seal of the organization. The signature of the authorized representative on this agreement is deemed to be authorized, and there is no need to attach a separate power of attorney.

本合同一式 肆 份，双方各持 贰 份，具有同等法律效力，双方授权代表人签字并加盖单位公章后生效。授权代表人在本合同上签字视为已经取得了授权，无需另附授权委托书。

Party A

甲方： （Seal if applicable如有公章则加盖公章）

Authorized Representative

授权代表人：

Authorized Representative (Signature)

授权代表人： （签名）

Date 日期：

Party B

乙方： 广东以色列理工学院 Guangdong Technion-Israel Institute of Technology （Seal 盖章）

Authorized Representative

授权代表人：

Authorized Representative (Signature)

授权代表人： （签名）

Date 日期：