合同编号：

**技 术 服 务 合 同**

 项目名称：

 委托方（甲方）：

 服务方（乙方）： 广东以色列理工学院

 签订时间：

 有效期限：

基于中华人民共和国科学技术部标准合同

填 写 说 明

 一、本合同基于中华人民共和国科学技术部印制的技术开发（委托）示范合同。

 二、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。

 三、完成签署的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，但技术服务合同无相关税费抵扣政策。如有技术合同认定登记需要，请填写技术方案（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）：

 统一社会信用代码：

 法定代表人：

 项目联系人：

 联系方式 ：

 通讯地址：

 电话： 传真： /

 电子信箱：

受托方（乙方）： 广东以色列理工学院

 统一社会信用代码： 12440000MB2C10289U

 法定代表人： 龚新高

 项目联系人：

 联系方式： 广东以色列理工学院xx系

 通讯地址： 广东省汕头市大学路241号

 电话： 传真： /

 电子信箱： @gtiit.edu.cn

账号名称：广东以色列理工学院

开户银行：中国建设银行汕头广以学院支行

 开户账号：44050110737500000002

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。

**第一条 服务内容**

1．目标：

2．内容和进度计划：

**第二条 服务交付和验收**

1．交付的形式：

2. 验收方式：

**第三条 服务费用**

1．技术服务费总额为 （ 万元整） 。

2．费用支付方式：（广以建议：50万以下一次性付清，50万以上分2笔）

 （1）本合同生效后15个工作日内，甲方支付技术服务费总额的80%；

 （2）本合同成果验收完成后15个工作日内，甲方支付剩余的20%；

3. 附加奖励政策： 。

4. 乙方承诺本合同的费用遵循《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。

**第四条 安全合规**

1. 甲方应确保技术服务的合法性，并对任何与技术服务有关的实际的或潜在的风险提前告知，以使技术服务可以合法、安全地进行。如因甲方隐瞒信息而造成技术服务人员或设备等出现问题，则一切后果由甲方负责。

2. 对于检测服务，乙方仅对所检样品负责，检测结果仅反映对所检样品的评价，对检测结果的使用及其产生的后果不承担任何责任。

**第五条 知识产权和品牌使用**

1. 本技术服务合同原则上不产生新的知识产权；如有，则按《中华人民共和国民法典合同编》第八百八十五条“技术咨询合同、技术服务合同履行过程中，受托人利用委托人提供的技术资料和工作条件完成的新的技术成果，属于受托人。委托人利用受托人的工作成果完成的新的技术成果，属于委托人”。

2. 如双方进一步合作，委托或联合开发“尚不存在的、有待开发的技术成果，涉及新技术、新工艺和新工艺的新材料及其系统的研究开发”，则双方另行签署技术开发合同。

3. 双方同意仅在合作范围内彼此适度宣传，不使用双方合作的名义从事与本合作无关的宣传活动，不使用对方品牌为已方产品和服务做质量背书。

**第六条 安全管理**

1. 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。

2. 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。

**第七条 保密**

1. 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。

2. 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。

3. 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。

**第八条 变更与解除**

1.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；

2.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；

**第九条 签署**

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。

 甲方： （盖章）

 授权代表人：

 授权代表人： （签名）

 年 月 日

 乙方： 广东以色列理工学院 （盖章）

 授权代表人：

 授权代表人： （签名）

 年 月 日

No.

**Technical Service Contract**

Project Name:

Commissioning Party (Party A):

Service Party (Party B): Guangdong Technion-Israel Institute of Technology

Date:

Validity Period:

**Based on a Standard Template by the Ministry of Science and Technology of the People’s Republic of China**

Instruction

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.

2. 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.

3. The signed technology contract can be registered at the local technology contract registration institution of the technology exporter. However, there is no relevant tax deduction policy for technical service contracts. 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).

Commissioning Party (Party A):

Uniform Social Credit Code:

Legal Representative:

Project Director:

Contact:

Mailing Address:

Phone: Fax: /

E-mail:

Commissioned Party (Party B): Guangdong Technion-Israel Institute of Technology

 Uniform Social Credit Code: 12440000MB2C10289U

Legal Representative: Gong Xingao

Project Director:

Contact: Department of xxx, GTIIT

Phone: Fax: /

Mailing Address: XX Center/Lab, No.241, Daxue Rd, Guangdong

E-mail: @gtiit.edu.cn

Bank: China Construction Bank Shantou Guangyi Branch

Bank Account: 44050110737500000002

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.

**Article 1 Service Content**

1. Objectives:
2. Content and Schedule Plan:

**Article 2 Service Delivery and Acceptance**

1. Form of Delivery:
2. Form of Acceptance:

**Article 3 Service Fee**

1. The Total Service Fee is
2. Payment:
	1. Within 15 working days after this contract takes effect, Party A shall pay Party B 80% of the total funds;
	2. Party A will pay the remaining 20% within 15 working days after the acceptance of the results of this contract;
3. Additional Incentive Policy:
4. 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.

**Article 4 Safety Compliance**

1. Party A shall ensure the legality of the technical services and notify in advance any actual or potential risks related to the technical services so that the technical services can be carried out legally and safely. If problems arise with technical service personnel or equipment due to Party A’s concealment of information, Party A will be responsible for all consequences.
2. For testing services, Party B is only responsible for the samples tested. The test results only reflect the evaluation of the samples tested. Party B does not assume any responsibility for the use of the test results and the consequences thereof.

**Article 5 Intellectual Property and Brand Use**

1. In principle, this technical service contract does not generate new intellectual property rights; If does, follow the Article 885 of *Civil Code of the People’s Republic of China*, “In the course of performance of a technology consultation contract or a technology service contract, the new technological product made by the entrusted person with technological materials and working conditions provided by the client belongs to the entrusted person. The new technological products made by the client based on the work product of the entrusted person belongs to the client.”
2. If the two parties further cooperate and entrust or jointly develop “technical achievements that do not yet exist and need to be developed, involving the research and development of new technologies, new processes, new materials and systems for new processes", the two parties will sign a separate technology development contract.
3. 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.

**Article 6 Safety Management**

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.
2. 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.

**Article 7 Confidentiality**

1. Both parties shall be obliged to keep confidential the information and materials received from the other party during the performance of this contract, 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.
2. It shall not be disclosed to any third party except to employees with a need to know.
3. 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.

**Article 8 Change and Cancellation**

1. If either party wants to change or terminate the agreement, it must notify the other party in writing 30 days in advance;
2. 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.

**Article 9 Signature**

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.

Party A: (Seal)

Authorized Representative:

Authorized Representative: (Signature)

Date:

Party B: Guangdong Technion-Israel Institute of Technology (Seal)

Authorized Representative:

Authorized Representative: (Signature)

Date: