



# 中国·猪营养国际论坛 合作协议

### **Chinese Swine Industry Symposium**

## **Cooperation Agreement**

## 第一章 合作双方

Article 1 Cooperatio	n Partners
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甲力:			-	
Party A	:		=	
7.方.	中国•猪营养国际论坛	- 组委会(上海)	百表实业生用有限	公司)

Party B: <u>Chinese Swine Industry Symposium Organizing Committee: Shanghai Gentech Industries</u> Group Co., Ltd

甲乙双方依据国家有关法律、法规规定,经充分友好协商,一致同意就"中国·猪营养国际论坛" 达成如下合作协议,共同承诺,共同信守。

Through friendly consultations, Party A and Party B have, in accordance with Chinese relative laws and regulations, entered into this Cooperation Agreement (hereinafter referred to as the Agreement) concerning the matters related to Chinese Swine Industry Symposium.

## 第二章 双方约定

#### **Article 2 Mutual Covenants**

- 甲方赞助乙方举办"中国•猪营养国际论坛",费用为\_\_\_\_元。
   Party A agrees to sponsor Party B for Chinese Swine Industry Symposium and the sponsorship fee is \_\_\_\_,000 RMB.
- 2. 甲、乙双方经充分协商,订立此合作协议。

This agreement is made by and between Party A and Party B through full consultation.

3. 合作协议有效期<u>2018</u>年\_\_\_\_月\_\_\_日至<u>2018</u>年<u>10</u>月<u>31</u>日止。
This agreement shall continue to be in force and effect beginning at this\_\_\_\_\_ day of\_\_\_\_, 2018 till the 31st day of October, 2018.

## 第三章 权利义务

#### **Article 3 Rights and Obligations**

1. 甲方权利 Party A's Rights

<u>承办 20 万/晚宴冠名 15 万/协办 10 万/支持 6 万/其它待定(具体可参照《2018 中国•猪营养</u>国际论坛战略合作方案》细则约定)。

Party A has the right to select the sponsorship scheme: Platinum Sponsor (RMB200, 000)/ Gold Sponsor (RMB 150,000)/ Silver Sponsor (RMB 10,000)/ Bronze Sponsor (RMB 60,000)/ Other Sponsors (For detailed information about different sponsorship schemes, please refer to the provisions of **2018 Chinese Swine Industry Symposium Sponsorship Opportunities**).



#### 2. 甲方义务 Party A's Obligations

- 2.1 甲方须在协议签订3个工作日内缴纳赞助费人民币\_\_\_元;
  - To pay the total contract amount \_\_\_\_\_,000\_RMB to Party B for the sponsorship within three (3) working days as of the effective date of the Agreement;
- 2.2 有提供单位营业执照副本复印件、法定代表人或负责人身份证明的义务;
  - To provide Party B with a photocopy of its duplicate business license and identity card of legal representative and the person in charge;
- 2.3 如需投放公司、产品宣传资料,有提供相关产品相关检验、专利、获奖证书复印件的义务; To provide a photocopy of test, patent and award certificate of related products if Party A plans to release publicity materials of its company or product;
- 2.4有维护论坛利益、不得做任何有损论坛形象和声誉的行为的义务;
  - To maintain the benefits of the symposium and prohibit any conduct that may impair the image and goodwill of the symposium;
- 2.5 在任何时候,遇到有损论坛形象和声誉的事情有主动阻止并告知论坛主办方的义务。

  To prevent and inform Party B if Party A knows any detriments to the goodwill of the Symposium.
- 3. 乙方权利 Party B's Right
- 3.1 获得甲方赞助费用的权利;
  - To receive sponsorship fee from Party A;
- 3. 2 如甲方不能提供相关证明文件,乙方有权拒绝对该公司、产品进行宣传的权利;
  To refuse to release Party A's company and product publicity materials if Party A is unable to provide Party A with related credentials;
- 3.3 如甲方有损害论坛利益、形象或声誉的行为,乙方有权终止合作并不退还任何费用的权利; To terminate this Agreement and not to refund Party A the sponsorship fee if Party A detrimentally affect the goodwill, interest and image of the Symposium;
- 3.4 甲方如有严重损害论坛利益、形象和声誉的行为,乙方有付诸法律的权利;
  To use legal efforts if Party A causes serious damage to the goodwill, interest and image of the Symposium; and
- 3.5 乙方有根据保证论坛举办质量的需要对相关环节和细节做出调整的权利;
  - To make reasonable adjustments to the symposium arrangements in order to ensure a successful symposium.
- 4. 乙方义务 Party B's Obligations

保障甲方第三章第1条的相关权利。

To guarantee Party A's rights set forth in Section 1of Article 3 herein.

## 第四章 违约责任

#### **Article 4 Liability for Breach**



- 1. 甲方如果未能及时付款,按合同总金额每天1%计收滞纳金。
  - Party A shall pay penalty to Party B in such standard as 1% of the contract amount overdue for one day if Party A fails to make the payment as scheduled.
- 2. 甲方如因自身原因不能履行协议及相关义务, 乙方将不保证乙方权利的落实;
  - If Party A fails to fulfill this Agreement for its own reasons, Party B shall have no obligations to guarantee Party A's rights;
- 3. 甲方如因自身原因想解除本协议的,则本协议第三章第 1 条的权利全部取消,款项按如下方式 退还: 距离活动举办 90 天外,乙方按总额扣款 30%后退还给甲方; 60~90 天,总额扣款 60% 后退还; 30~59 天,总额扣款 80%后退还; 少于 30 天的将不予退还。
  - If Party A terminates this Agreement for its own reasons, Party A shall not have any rights set forth in Section 1 of Article 3, but shall be refunded subject to the refund schedule below: receive a 70% refund 90 days prior to the symposium, receive a 40% refund 60-90days prior to the symposium, receive 20% refund 30-59days prior to the symposium, no refund for less than 30days prior to the symposium.
- 4. 如遇不可抗因素,如自然灾害、政府干预等,则不视为违约。
  - Neither party shall be liable for the breach of Agreement due to occurrence of force majeure such as natural disaster, government intervention, etc.
- 5. 如经沟通协商仍不能解决的,将向乙方所在地相关法院或仲裁机构提请裁决。
  - All disputes in relation to this Agreement shall be sought to be resolved through friendly consultation. In the case that any dispute is unable to be resolved, the dispute shall be submitted to arbitral institution or the People's court of Party B's legal address.

## 第五章 合同的解除和变更

#### **Article 5 Termination and Modification of the Agreement**

- 1. 协议一经签订便具有法律效益,若需对协议内容进行修改,需双方讨论同意,并以书面的形式制定协议补充条款,由双方代表签字后方可生效。
  - This Agreement shall take effect upon the execution by person in charge and may be modified as agreed by both parties. Any amendments to this Agreement shall become effective only by a written Supplementary Agreement reached and signed by both parties through consultation.
- 2. 在协议有效期内,经双方协商一致,可变更或中止协议。
  - During the term, the Agreement may be modified or terminated by mutual agreement.
- 3. 若对本协议的相关规定事项有疑问,需双方协商解决。
  - Any doubts about this Agreement shall be settled through consultation.
- 4. 未尽事宜,如论坛召开期间甲方的安排有变动,甲方需提前通知乙方,并作相应协商,协商后 达成的协议具有同等法律效力。
  - Matters not covered by the Agreement such as adjustments in symposium arrangements shall be settled by both parties after Party B receives Party A's prior written notice. The agreement reached after consultation shall have the same legal effect.
- 5. 本协议最终解释权属于乙方:中国•猪营养论坛组委会。
  - Chinese Swine Industry Symposium Organizing Committee reserves the right to interpret the final



explanation to the Agreement.

## 第六章 乙方收款的账户信息

### **Article 6 Payment**

账 户:上海亘泰实业集团有限公司

Beneficiary Name: Shanghai Gentech Industries Group Co., LTD

开户行:中国银行上海市九亭镇支行

Beneficiary Bank: Shanghai Jiu Ting Town Sub-branch, Bank of China

账 号: 4377 5922 5138 Account No.: 4377 5922 5138

# 第七章 其他

Article 7 Miscellaneous		
本协议以中英文双语写成,如中英文表述This Agreement is executed in both Chines version shall prevail in interpretation.		以中文为准。 sh version. In the event of any inconsistency, the Chinese
甲方:	(盖章)	乙方:中国•猪营养国际论坛 组委会
		(上海亘泰实业集团有限公司 盖章)
Party A:	(Stamp)	Party B: Chinese Swine Industry Symposium Organizing
		Committee (Shanghai Gentech Industries Group
		Co., Ltd, Stamp)
地址:		_ 地址: 上海市松江区九新公路 90 弄 3 号 15 楼
Address:		Address: 15F, Bldg 3, Lane 90, Jiuxin Rd., Songjiang
		District, Shanghai 201615
经办人:		_ 经办人:
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传真/Fax:		_ 传真/Fax: 021-57630221
邮箱/Email:		_ 邮箱/Fax: info@asaschina.org
日期/Date:		日期/Date: