



URV.B05.02.03 N-008108

## 技术转移战略合作框架协议

# Technology Transfer Strategic Cooperation Framework Agreement

本战略合作框架协议（以下简称“协议”）于 2018 年 9 月 19 日由以下双方签订：  
杭州朴器科技有限公司（以下简称“甲方”），注册地址为中华人民共和国浙江省杭州市余杭区仓前街道仓兴街 1 号梦想小镇创业大街 8 栋，税务识别号为 91330110MA27XGYJ2H，与罗维拉·维尔吉利大学（以下简称“乙方”），注册地址为 Carrer de l'Escorxador s/n 43003 – Tarragona, 税务识别号为 Q9350003A  
甲方和乙方以下单独称为“一方”，合称为“双方”。  
双方自己负责声明，每个人都拥有签署本协议所需的法律行为能力。

**This Strategic Cooperation Framework Agreement** (hereinafter referred to as the "Agreement") is made and entered into September 19, 2018 by and between **Hangzhou PUQI Technology Co., Ltd.** (hereinafter referred to as "**Party A**"), with registered office at Building 8, Innovation street, Dream village, No.1, Cang Xing Street, Yu Hang District, Hangzhou, Zhejiang Province, China, with tax identification number 91330110MA27XGYJ2H, and **Universitat Rovira i Virgili** (hereinafter referred to as "**Party B**"), having its location at Carrer de l'Escorxador s/n 43003 Tarragona, Spain, with registry number Q9350003A.

Party A and Party B shall hereinafter be referred to individually as "Party" and collectively as the "Parties".

The parties declare, under their own responsibility, that they each have the legal capacity required to sign this agreement.

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前 言

**PRELIMINARY STATEMENT**

1. 甲方是中国领先的全球科技产业运营机构，在技术转移、产业孵化、科技投资、知产运营等领域开展活动。

Party A, PUQI, is a leading company working on science and technology industry operation globally and developing its activities in the field of technology transfer, industrial incubation, sci-tech venture capital investment and intellectual property operation.

2. 乙方罗维拉·维尔吉利大学是一所高等教育机构，在塔拉戈纳，雷乌斯，维拉塞卡，托尔托萨和 El Vendrell 设有中心，其优先目标是研究，教学和知识转移。

其教学质量是加泰罗尼亚地区的主要大学之一，同时也是欧洲主要的大学之一，致力于终身学习和卓越的研究，开发和创新。机构工作越来越注重研究，培训，学习和服务的国际化。

Party B, Universitat Rovira i Virgili is a higher education institution with centers in Tarragona, Reus, Vila-seca, Tortosa and El Vendrell, and has as its priority objectives research, teaching and knowledge transference.

It is one of the main universities in Catalonia region, and at the same time one of the main European universities for the quality of its teaching, its commitment to lifelong learning and excellence in research, development and innovation. Institutional efforts are increasingly focused on the internationalization of research, training, learning and services.

3. 就整合双方优势资源，甲乙双方确认达成战略合作关系，并签订战略合作框架协议，以便于双方进一步工作顺利开展。

Both Parties confirm to enter into a strategic partnership and sign the Agreement necessary and desirable for the purpose of integrating competitive advantages and ensuring smooth implement of work of both Parties.

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因此，双方本着公平自由、共同发展的原则，通过友好协商，达成如下合作：

**THEREFORE**, in accordance with the principle of equity and free will, and common development, and by friendly negotiation, the Parties hereby agree as follows:

## 1. 合作内容

### **CONTENT OF COOPERATION**

(1) 双方经协商一致，达成战略合作伙伴关系。甲方是乙方在中国的指定合作伙伴，负责乙方技术成果在中国市场的技术转移工作。乙方授权甲方作为其在中国的技术转移合作伙伴，共同致力于为乙方实现更多的技术转移以及获取更多的技术支持订单。

Both parties reach a strategic partnership after negotiation and mutually agreed by both Parties. Party A is the designated partner of Party B in China and responsible for the technology transfer of Party B's technological achievements in Chinese market. Party A is authorized by Party B as its technology transfer partner in China and jointly committed to achieving more technology transfer projects and obtaining more orders on technical support for Party B.

(2) 双方可以在本协议相关的对外宣传推介中使用对方的名称、介绍、标志、商标、商  
标名称，以示本协议产生的战略合作伙伴关系。

Both parties can use the other party's name, introduction, logo, trademark, and trade name in external publicity and promotion to demonstrate their strategic partnership resulting from this Agreement.

(3) 双方会进一步探讨在中国设立技术转移中心或者创新中心（技术转移、孵化器）的可能性。

Both Parties will explore further on possibility of establishing technology transfer center or innovation center (including sectors of tech transfer and incubator) in China.

(4) 乙方同时成为甲方 GTTA 联盟成员之一，双方共同努力，为科技产业发展贡献力量。GTТА 联盟是朴器科技创立的一个全球性技术转移联盟的平台型组织，致力于为科技产业运营提供多方面服务。

Party B shall become a member of Global Technology Transfer Alliance established by Party A and both parties shall make joint efforts to contribute to the development

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of science and technology industry. Global Technology Transfer Alliance is a platform-based organization established by Party A and it is committed to providing a variety of services for operation of sci-tech industry.

## 2. 双方的权利与义务

### **RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### 2.1 甲方的权利与义务

##### **Party A's rights and obligations**

(1) 甲方应熟悉乙方的研发领域及研究成果，向甲方在中国的合作伙伴介绍乙方的研究成果及研究能力。

(2) 甲方负责整合中国合作伙伴资源，搜集、整理中国企业的技术需求，将符合乙方研发领域的需求提供给乙方，帮助开拓乙方的研究成果或研发能力在中国的市场应用。

(1) Party A shall be familiar with Party B's research area and research achievements and refer its collaborators in China on Party B's research achievements and R&D capabilities.

(2) Party A shall be responsible for integrating collaborator resources in China, collecting and sorting out technical research and development needs of Chinese companies, offering them to Party B so as to facilitate Party B's research achievements or R&D capabilities commercialized and applied in China's market.

#### 2.2 乙方的权利与义务

##### **Party B's rights and obligations**

(1) 乙方应将自己的研发成果告知甲方，便于甲方技术转移工作的推进。

(2) 乙方可根据甲方推荐的企业技术需求，有针对性地进行技术研发或辅导，解决企业的技术需求。合作方式可包括技术转让、技术授权、技术指导、联合研发、技术咨询等，费用标准根据各项目内容具体另行协商。

(1) Party B shall inform Party A of its R&D achievements to facilitate Party A's tech transfer work.

(2) Party B shall conduct specific technical research and development or counseling

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according to technical requirements of the companies given by Party A to address their needs. Cooperation may include technology transfer, technology licensing, technical guidance, joint research and development, and technical consultation. Funding and fees will be negotiated separately according to the content of each project.

### 3. 本协议的转让

#### **ASSIGNMENT OF THE AGREEMENT**

未经另一方事先书面同意，任何一方均不得转让其在本协议项下的权利和义务。

Neither of the Parties shall assign its rights and obligations under this Agreement without the prior written consent by the other Party.

### 4. 本协议的修改

#### **AMENDMENT TO THE AGREEMENT**

本协议的任何修改均应经双方书面同意，并在新文件中明确提及本协议。

Any amendment to the Agreement shall be previously agreed by the Parties in writing and including an explicit reference to this Agreement in the new document.

### 5. 本协议的期限

#### **DURATION OF THE AGREEMENT**

本协议有效期为 1 年，自签字之日起生效，除非双方同意或任意一方提前 3 个月通知提前终止。协议期满，双方另行协商续签。

The term of this agreement shall be for one year, effective from the date of signature, unless sooner terminated by mutual consent of the parties or by each of the parties, upon 3-month prior notice. Upon expiry, both Parties will discuss about the renewal issue.

### 6. 适用法律与管辖权

#### **APPLICABLE LAW AND JURISDICTION**

本协议受中华人民共和国及西班牙法律管辖。双方同意尽一切合理努力解决本协议项下因诚信谈判而产生的任何纠纷、争议或索赔。如果双方不能解决争议，双方同意，在被告方专属管辖范围内解决分歧。

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This Agreement shall be governed by the laws of the People's Republic of China and Spain. The Parties agree to use all reasonable efforts to solve any dispute, controversy or claim that may arise under this Agreement through good faith negotiations. In the event that the Parties are unable to resolve a dispute, the Parties agree to solve the differences under the exclusive jurisdiction of the Courts of the defendant.

## 7. 其他

### **OTHERS**

协议未尽事宜，双方协议签订补充协议，与本协议同样具有法律效应。本协议一式两份，双方各执一份。本协议经双方盖章和授权代表签名后生效。

本协议以中文和英文签署。 如果对本协议的条款存在争议，应以英文版本为准

For issues not stipulated in this Agreement, both Parties shall negotiate to sign a supplementary agreement which has the same legal force with this Agreement. This Agreement is in duplicate, each party holds one, which shall enter into force once sealed by both Parties and signed by their authorized representatives.

This Agreement is made in Chinese and English. In the event of a dispute as to the terms of this Agreement, the English version shall prevail.

1. 双方联系信息

**Parties (name, address for notice)**

杭州朴器科技有限公司  
Hangzhou PUQI Technology Co., Ltd.  
收件人 Attn: Feng Zhang  
地址 Address: PUQI Work, Building 8, Venture  
Street, Dream Village, No.1, Cang Xing Street  
Yu Hang District, Hangzhou, Zhejiang Province,  
China  
电话 Phone: +86 0571-88583725  
邮箱 Email: puqitech@puqitech.com

罗维拉·维尔吉利大学  
Universitat Rovira i Virgili  
收件人 Attn: Dra. María José Figueras Salvat  
地址 Address: Carrer de l'Escorxador s/n  
43003 – Tarragona  
电话 Phone: +34 977.55.84.53  
邮箱 Email: ctti@fundacio.urv.cat

2. 双方盖章和授权代表签名

**Seal by Both Parties and Signature by Their Authorized Representatives**

Mr. Feng Zhang  
Chief Executive Officer of Hangzhou PUQI  
Technology Co., Ltd.



Dra. María José Figueras Salvat  
Rectora URV,  
by virtue of her appointment through Decree  
32/2018, of 7 Juny (DOGC 7638, of 8 Juny  
2018), who represents this institution in  
accordance with the competencies  
established in article 66 of the Statute of the  
URV, which was approved by Decree  
202/2003, of 26 August (DOGC 3963, of 8  
September 2003), and modified by the  
Agreement GOV/23/2012, of 27 March  
(DOGC 6100, of 2 April 2012).

