

RESET认证测试框架协议

RESET Certification Testing Framework Agreement

合同号: PS-----

**甲方：**

**Party A:**

**地址：**

**Address:**

**乙方：**循绿生态科技（上海）有限公司（以下称乙方）

**Party B:** GIGABASE Environmental Consulting (Shanghai) Co., Ltd.

**地址：**中国上海长宁区利西路102号1楼B

**Address:** 1F-B, 102 Lixi Lu, Changning District, Shanghai

甲方为生产商，乙方为认证服务公司，经双方友好协商，达成协议条款如下：

Both parties reach the following agreement through friendly negotiation:

1. **合同的基本内容   
   Content of the Contract**
2. **认证测试范围  
   Certification Test Range**  
   乙方为甲方提供RESET Accredited Monitors测试。  
   Party B provides Party A with RESET Accredited Monitor tests.
3. 具体测试要求与方法详见RESET standard V2.0的2.6与2.7部分。  
   Specific test requirements and methods are detailed in sections 2.6 and 2.7 of the RESET standard V2.0.
4. 具体认证测试费用等条款按照每次商务合同处理。  
   Specific certification testing fees and other terms are handled in accordance with each business contract.
5. **结算及付款  
   Settlement and Payment**  
   测试开始前，甲方需要向乙方预付100%款项。乙方在收到款项后30个工作日内向甲方提供相应金额的增值税专用发票。

Party A shall pay 100% of the Initial Payment in advance to Party B before testing begins. Party B will issue the corresponding amount of value-added tax invoices to Party A within 30 working days after receiving the payment.

付款：最终价格将在发票上。

Payment: Final price will be on invoice.

1. **甲方应具备的条件和责任  
   The Relevant Assistance and Responsibility of Party A**
2. 甲方负责向乙方提供待测试设备的技术参数文件与产品信息，文件内容、格式需符合乙方要求；  
   Party A is responsible for providing technical documents and product information to Party B, the content of the documents and the format conforming to the requirements of Party B;
3. 甲方负责按乙方要求向乙方提供进行试验的样机；  
   Party A is responsible for providing Party B with the prototype for conducting the test according to Party B's requirements;
4. 甲方负责对乙方在认证工作中发现的不合格项进行整改，并及时将有关的证据提供给乙方；  
   Party A is responsible for the rectification of the unqualified items found by Party B in the certification work and timely provide relevant evidence to Party B;
5. 甲方在认证过程中有权利知道乙方的工作进程，甲方有权随时知晓测试内容及测试阶段；  
   Party A has the right to know the working process of Party B in the certification process and Party A has the right to know the content of the test and the testing phase at any time;
6. 甲方有权要求乙方对试验样机的使用情况作出合理说明。  
   Party A has the right to request Party B to make a reasonable explanation on the use of the test prototype.
7. **乙方应提供的相关协助和责任  
   The Conditions Required for Party B and its Responsibilities**
8. 乙方承诺具有RESET空气监测设备认可的检测和授予资格；  
   Party B promises it has the qualification to test for and award RESET Air Accreditation for Air Quality Monitors;
9. 乙方应指派专业技术人员进行检测，并负责确定进行检测所需要的技术文件和样机台数；  
   Party B shall assign professional and technical personnel to conduct the test and be responsible for determining the number of technical documents and prototypes required for the test;
10. 在甲乙双方沟通与准备工作就绪后，乙方应按照约定内容进行检测，在2个月内完成检测，包括测试和评级与证书制作；  
    Upon completion for the preparations for testing, Party B shall complete the testing within 2 months, including testing and reporting;
11. 乙方对甲方提供的任何文件、样机不承担任何责任，包括任何错误或遗漏，但乙方一旦发现甲方提供的文件及样机存在问题并对此次检测造成影响时，应在2个工作日内通知甲方，并帮助甲方整改直至通过检测；  
    Party B shall not bear any responsibility for any documents provided by Party A, including any errors or omissions. However, once Party B finds any problems in the documents and prototypes provided by Party A and affects the test, Party B shall notify Party A within 2 working days and help Party A rectification until it passes the test;
12. **样品、资料的返还  
    The Return of Information and Samples**
13. 甲方在认证完成后一个月内可以要求乙方返还认证中甲方提供的样机和其他资料；  
    Party A may request Party B to return the prototype and other materials provided by Party A in the certification within one month after the completion of the certification;
14. 甲方将负责所有的运费和海关相关费用。  
    Party A will be responsible for all shipping and customs related fees.
15. **知识产权与保密条款  
    Intellectual Property and Confidentiality Clauses**
16. 关于本合同中被检测产品的一切商标、著作、专利等权利均属甲方所有，除本合同另有约定外，未经甲方事前书面同意，乙方不得擅自使用、利用或做任何侵害甲方权利的行为，如有违反甲方有权立即终止本合同，如有其它损害，乙方应负损害赔偿责任（包含但不限于法院判决赔偿金额、律师费用等其它一切损失）；  
    All trademarks, books, patents and other rights concerning the products tested in this contract are the property of Party A, except as otherwise agreed in this contract, Party B shall not use, use or make any infringement of the rights of Party A without the prior written consent of Party A. In case of any violation, Party A shall have the right to terminate this contract immediately. If there is any other damage, Party B shall be liable for damages(including but not limited to the court award the amount of compensation, attorney fees and all other losses);
17. 本协议所指保密信息是指：甲方向乙方提供的甲方与项目有关的、不为公众所知悉、能为甲方带来经济利益或一旦公布会对甲方造成实质性的不利影响、具有实用性并经甲方采取保密措施的技术信息和经营信息：  
    Referred to in this agreement confidential information refers to: provided by Party A to Party B, related to the project to the public aware of, can bring economic benefits to Party A, or once released can cause substantial adverse effect to Party A, practical and take security measures by Party A's technical information and business information:  
    （1）上述保密信息可以以数据、文字及记载上述内容的资料、光盘、软件、图书等有形媒介体现，也可通过法律法规认可的其他介质形式传递；  
    The above related Confidential Information may be embodied in the form of data, written materials, material with the above contents, optical media, software, books, or other mediums which may be approved by laws and regulations;  
    （2）上述关联公司是指与任何一方有关的、任何一方的分支机构或控股公司或者任何一方控股公司的分支机构；  
    The above related ”Affiliate” means in relation to either Party any subsidiary or holding company of such Party or any subsidiary of any holding company of such Party.
18. 乙方承诺，乙方对甲方提供的样机和其他资料等保密信息仅用于与此次检测有关的用途，乙方不得擅自仿制、生产、销售甲方提供的样机，不得利用保密信息进行本项目以外的其他用途；  
    Party B promises that the confidential information such as prototypes and other materials provided by Party A to Party B shall only be used for the purposes related to this test, Party B shall not imitate, produce and sell the prototype provided by Party A without permission, and shall not make use of confidential information for any purpose other than this project;
19. 乙方不得向任何第三方递交或泄露甲方的保密信息，乙方须保证其在职或离职员工不向第三者泄漏甲方的保密信息；  
    Party B shall not submit or disclose the confidential information of Party A to any third party and Party B shall ensure that its serving or departing staff members do not disclose the confidential information of Party A to a third party;
20. 乙方违反者保密义务给甲方造成损害的，甲方有权立即终止本合同，如有其它损害，乙方应负损害赔偿责任（包含但不限于法院判决赔偿金额、律师费用等其它一切损失）；  
    If Party B violates the obligation of confidentiality to cause damage to Party A, Party A shall have the right to terminate this contract immediately. If there is any other damage, Party B shall be liable for damages(including but not limited to the court award the amount of compensation, attorney fees and all other losses);
21. 此项保密义务期间为10年，且此保密义务期间为不变期间，不受本合同的解除、终止、期间届满等因素影响。

The duration of this obligation of confidentiality is 10 years, and the duration of this obligation of confidentiality is the same. It will not be affected by such factors as the termination, termination of the contract and the expiration of the period.

1. **违约责任  
   Liability for Breach of Contract**
2. 乙方应按照约定时间完成认证或检测，由于非归责于甲方的原因导致乙方未能按照约定完成认证的，乙方应承担由此给甲方造成的任何直接或间接损失。  
   Party B shall complete the certification or testing according to the agreed time, and Party B fails to complete the certification according to the contract due to non-attributable to Party A, Party B shall bear any direct or indirect losses thus caused to Party A.
3. 如乙方出具的认证测试报告不合格，甲方有权要求乙方在测试完成之日起2个月内提供一次免费重新测试；  
   Should the test report issued by Party B be unqualified, Party A will have the right to require Party B to provide another test at no charge within 2 months from the date of completion of the initial test;
4. 乙方承担在认证审核活动中，由于公正性和有效性管理失控而产生的任何认证风险及由此带来的任何信誉、经济损失。  
   Party B shall be responsible for any authentication risks arising out of the uncontrollable management of impartiality and effectiveness in the certification audit activities and any credibility and economic losses arising therefrom.
5. **权利保留  
   Retention of Rights**
6. 甲方对乙方一次或多次违反、不遵守或不履行本合同及其附件任何条款、条件、协定或规定的违约行为的宽容或原谅，不应视为甲方对乙方此等持续或再次的违约行为放弃自身的权利，也不消除或影响甲方依据本合同及其附件执行因乙方此等违约行为而应有的权利及补偿。除非甲方以书面签署声明放弃权利外，甲方的任何行为或忽略均不应视为或被推断为放弃其应有的权利。

The forgiveness of Party A for Party B’s breach, non-compliance or non-performance of any of the terms, conditions, agreements or provisions of this Contract and its Annex shall neither be deemed as waiver of its rights for any such continuing or repeated breach of Contract, nor waive or affect Party A's rights and remedies due to Party B's breach of this Contract in accordance with this Contract and its Annex. Unless Party A waives its rights in writing, any act or omission of Party A shall not be considered or inferred as waiver of its rights.

1. **不可抗力  
   Force Majeure**
2. 本合约签订后，如发生任何一方无法合理控制且影响其履约的任何事件(包括但不限于发生紧急状态、战争、武装对峙、内战、暴动、破坏、恐怖事件、政府行为、天灾、传染病、火灾、罢工、停工或任何其它类似事件或事由)，致使一方不能或暂时不能全部或部分履行本合约，该方不负任何法律责任。受不可抗力事件影响的一方须尽快将发生的事件通知另一方，并应在不可抗力事件发生之日起7天内，提供当地主管部门出具的不可抗力事件的证明寄交对方。双方并应予不可抗力情事发生之日起15天内尽速协商决定继续履行合约，或终止/解除本合约的全部或部分。  
   After the signing of the Contract, should there be occurrence of any events which beyond either party’s reasonable control and affect their performance (including but not limited to state of emergency, war, military confrontation, civil war, riots, sabotage, terrorist attacks, government behavior, natural disasters, infectious diseases, fire, strikes or lockouts or any other similar events or matters), resulting in the inability or temporarily inability of the affected party to perform whole or part of this Contract, in which case, such party shall not be liable for any legal responsibilities. The affected party shall promptly inform the other party of the occurrence of such event, and submit the proof issued by the local authorities to the other party within 7 days from the date of the occurrence. The parties shall, within 15 days from the date of the occurrence of the event, decide to continue the performance of the Contract, or terminate/ dissolve whole or part of the Contract through negotiation.
3. **争议解决方法  
   Dispute Resolution**
4. 本合同受中华人民共和国法律管辖并按其进行解释。  
   This contract is governed by and construed in accordance with the laws of the People's Republic of China.
5. 因履行本合同引起的或与本合同有关的争议，双方应首先通过友好协商解决，如果协商不能解决争议，则双方有权依法向原告所在地人民法院提起诉讼。  
   Due to the performance of this contract or disputes related to this contract, the two sides should first be resolved through friendly consultation. If the negotiation cannot resolve the dispute, both parties have the right to file a lawsuit in the people's court where the plaintiff is located.
6. 诉讼费用以及与本诉讼相关的费用均由败诉方承担。  
   The costs of litigation and the costs associated with this litigation are borne by the losing party.
7. **其他条款  
   Miscellaneous**
8. 本合同书如有未尽事宜，经甲乙双方协议后可随时补充，该补充文件经双方签署后作为本协议书的有效附件。本合同的附件为本合同不可分割的组成部分，与本合同具有同等法律效力，但该附件的内容若有与本合同抵触的处，应以本合同规定为准。  
   The matters not mentioned in this Contract may be supplemented at any time by both parties through negotiation, and such supplementary will be the valid attachment of this Contract upon signed by both parties. The Annex to this Contract shall be an integral part of this Contract and shall have the same legal effect as this Contract, provided that the content of the Annex is inconsistent with this Contract, the provisions of this Contract shall prevail.
9. 本协议以英文和中文写就，两种语言文本具有同等效力，如有不一致的情况，以中文文本为准。  
   This Agreement is signed in both English and Chinese versions. Both language versions of this Agreement are of equal validity and effect. In case of any discrepancy, the Chinese version shall prevail.
10. 本合同书一式贰份，自双方授权代表签署盖章之日起生效。双方各执壹份，作为凭证，具有同等法律效力。  
    The Contract is in duplicate and will come into effect upon signed/sealed by the authorized representative of both parties, each party holding one copy with the same legal effect.

（以下无正文）

（本页无正文，为上海阳佑环保科技有限公司与循绿生态科技（上海）有限公司之认证测试框架协议之签字盖章页）

**甲方**：

**法定代表人（签字**）：

**单位名称**：

**开户行**：

**银行账号**：

**日期**：

**乙方**：循绿生态科技（上海）有限公司

**法定代表人（签字）**：

**单位名称**：循绿生态科技（上海）有限公司

**开户行**：上海浦东发展银行徐汇支行

**银行账号**：98300155300002083

**日期**：