

先进传感器技术合作协议
Cooperative Agreement for Advanced Sensor Technology

合同编码: BD2DBN
Agreement Number: BD2DBN

这份合同从 2006 年 6 月 6 日起生效, 合作伙伴为约翰·霍普金斯大学 (以下简称大学) 和魔鬼公司 (以下简称赞助商)。

THIS AGREEMENT, effective this 6th day of June, 2006, by and between Johns Hopkins University (hereinafter referred to as “University”) and Mo Gui, Inc., (hereinafter referred to as “Sponsor”).

第一条 研究内容

Article 1 – Research Work

“科研项目”将代表附录 A 里的研究, 由天真理想博士指导 (以下简称主调查员)。工作时间将从 2006 年 6 月 6 日至 2009 年 9 月 9 日 (以下简称工作时间)。大学将于工作时间的第一天开始工作, 并遵守这份合同的条款。

“Project” shall mean the research described in Appendix A hereof, under the direction of Dr. Naïve Idealist (hereinafter referred to as “Principal Investigator”). Period of performance shall be from June 6, 2006 to September 9, 2009 (hereinafter referred to as “Period of Performance”). University shall commence the performance of Project on the first day of Period of Performance and shall perform Project in accordance with the terms and conditions of this Agreement.

第二条 财政考虑

Article 2 – Fiscal Considerations

这是一份成本偿还合同。赞助商总成本不会超过 ¥6666, 6666 元。赞助商将在每月收到发票后的 180 天内付款。合同生效后, 用赞助商提供的资金购买的所有设备将由赞助商保有所有权。主调查员将在他第一个孩子出生时把其抚养权交给赞助商。

This is a cost reimbursable agreement. Total cost to Sponsor shall not exceed ¥66,666,666 RMB. Payments shall be made by Sponsor within 180 days of receipt of monthly invoices. Sponsor shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

第三条 出版物

Article 3 – Publication

大学同意在未经赞助商允许的情况下, 不出版或揭露有关项目研究的信息。赞助商将于任何出版物或报告发表的前 180 天收到出版物或报告的备份。

University agrees not to publish or otherwise disclose data or information resulting from this project without the prior approval of the Sponsor. Sponsor shall be furnished copies of any proposed publication or presentation at least 180 days before submission of such proposed publication or presentation.

第四条 机密性

Article 4 - Confidentiality

任何项目研究的书面信息或数据和标明专利的信息和数据都属于“专利信息”。合同中的任何一方同意在没得到对方的允许下, 不揭露专利信息给第三方。保密时间将为对方收到专利信息后的二十五 (25) 年。

“Proprietary Information” shall mean any written information or data resulting from Project, as well as any information or data marked proprietary. Each party to this Agreement agrees not to disclose such Proprietary Information to a third party without prior written consent from the party disclosing Proprietary Information. The period of confidentiality shall be twenty-five (25) years from the date of receipt of Proprietary Information.

第五条 知识产权

Article 5 – Intellectual Property

“知识产权”是指在工作时产生的发明。在工作期间内如有任何发明, 大学将立即把知识产权以书面形式汇报给赞助商。赞助商拥有全部知识产权。

“Intellectual Property” shall mean those inventions conceived and/or reduced to practice in performance of this Project. University will promptly disclose to Sponsor in writing any Intellectual Property made during the Project performed hereunder. All rights and title to Intellectual Property shall belong to Sponsor.

第六条 终止合同

Article 6 – Termination

任何一方可以在提前 90 天前书面告知对方后终止合同。如提前终止合同，赞助商将付款大学所有赞助商在终止日期前收到的所有交付成果。

Either party may terminate this Agreement upon ninety (90) days prior written notice to the other. In the event of early termination, Sponsor shall pay University for all deliverables received and accepted by Sponsor as of the date of termination.

第七条 赔偿

Article 7 – Indemnity

任何一方将承担所有个人负伤的危险。危险包括由该方疏忽造成的身体受伤，财务受损。大学承诺所有为此项目提供的数据，信息，和材料都符合其意图。大学还承诺在进行研究过程中不会侵犯任何第三方的专利。

Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omissions of that party. University warrants and represents that all data, information, and materials delivered under this agreement are fit for their intended purpose. University further warrants that none of the work performed hereunder infringes third party intellectual property rights.

经授权的大学代表人

By an Authorized Official of University

姓名 Name: Dr. Naïve Idealist

头衔 Title: Professor of Rainbows and Ponies

日期 Date: June 6, 2006

经授权的赞助商代表人

By an Authorized Official of Sponsor

姓名 Name: Dr. Yan Wang

头衔 Title: Chief Engineer, Mo Gui, Inc.

日期 Date: June 6, 2006