GENERAL CONDITIONS OF PURCHASE OF SERVICES
服务采购合同通用条款

Contents

ARTICLE 1 DEFINITIONS 定义 3
ARTICLE 2 SCOPE OF SERVICES 服务的范围 4
2.1 Scope of Services 服务范围 4
2.2 Changes in Scope of Services 服务范围的变更 4
ARTICLE 3 CONTRACTOR's and OWNER's OBLIGATIONS 承包商和业主的义务 4
3.1 CONTRACTOR's Obligations 承包商的义务 4
3.2 OWNER's Obligations 业主的义务 6
ARTICLE 4 REMUNERATION 报酬 6
ARTICLE 5 TIME SCHEDULE 时间进度 6
ARTICLE 6 PAYMENTS 付款 6
6.1 Progress Payments 进度付款 6
6.2 Final Payment 最终付款 7
6.3 Terms of Payment 付款条件 7
ARTICLE 7 ORGANIZATION 组织 7
ARTICLE 8 PROCUREMENT AND SCHEDULING 采购及进度 8
ARTICLE 9 INTERFACE MANAGEMENT 界面管理 8
ARTICLE 10 WARRANTY 保证 8
10.1 Scope of Warranty 保证的范围 8
10.2 Warranty Period and Removal of Defects 质保期间和缺陷排除 8
10.3 OWNER's Assistance 业主的协助 9
ARTICLE 11 INSURANCE 保险 9
ARTICLE 12 THE SITE 现场 11
12.1 SITE Conditions 现场条件 11
12.2 Property Removal Pass 财产转移通行证 11
ARTICLE 13 ACCEPTANCE 验收 11
ARTICLE 14 INTERRUPTION AND TERMINATION 合同中断和终止 11
14.1 Interruption by OWNER 业主的中断 11
14.2 Termination by OWNER 业主的终止 12
14.3 Termination due to CONTRACTOR’s reason 因承包商的原因而终止 12
ARTICLE 15 COMMUNICATION 通信 13

INTERNAL

ARTICLE 16 GENERAL PROVISIONS 通用条款.....13
16.1 Interpretation of CONTRACT 合同的解释.....13
16.2 Marshalling of Documents 合同文件的优先顺序.....13
16.3 Indemnity 赔偿.....14
16.4 Independent Contractor 独立承包商.....14
16.5 Assignment and Set Off 合同转让和抵扣.....14
16.6 Supply of Services and Materials 提供服务和材料.....14
16.7 Ownership of Plans and Specifications 图纸和规范的所有权.....14
16.8 Third-party Rights 第三方的权利.....15
16.9 Secrecy 保密.....15
16.10 Intellectual Property 知识产权.....16
16.11 SERVICES Viewings, Advertising 工程参观及广告.....16
16.12 Audit 发票核查.....16
16.13 Right of Discovery 监督的权利.....16
16.14 Applicable Law 适用的法律.....16
16.15 Arbitration 仲裁.....17
16.16 Language of the CONTRACT 合同语言.....17
16.17 Anti-Corruption 反腐败.....17
16.18 Sustainability 可持续发展合同条款.....17
ARTICLE 17 HEALTH, SAFETY AND ENVIRONMENT (HSE) AND SECURITY 健康、安全、环保和保安 18
ARTICLE 18 滥用 CISS 和 SCIP 胸卡的罚款 PENALTY FOR MISUSE OF CISS AND SCIP BADGE 20

INTERNAL

ARTICLE 1 DEFINITIONS 定义

“ACCEPTANCE” means: “验收”收系指：	as defined in Article 13. 在第 13 条中有说明。
"CONTRACT" means: “合同”系指：	this CONTRACT, consisting of this General Conditions of Purchase of Service, the Special Conditions of Purchase of Services and the Annexes attached thereto and any other documents referred to herein. In addition, this CONTRACT may also consist the Framework Agreement and/or relevant Purchase Order issued for the SERVICES, if any. 本合同，由本服务采购通用条款、服务采购特殊条款及其附件和任何其它提及的文件组成。此外，本合同可能包括框架协议和/或为服务出具的相关订单(如有)。
"DOCUMENTS" means: “文件”件系指：	all technical and business records which CONTRACTOR prepares in carrying out, or produce as part of, the SERVICES, including in particular drawings, specifications and specification sheets, calculations, orders, operating instructions and all information stored on data carriers, or any part thereof, as the case may be. 所有的技术和商业的记录，这些记录是承包商在完成本服务时准备的，或作为服务一部分而制作的，包括图纸、规格、说明书、计算、订单、操作指令和所有储存在载体中的信息，或其中任何一部分，具体视情况而定。
“EQUIPMENT” means: “设备”系指:	the equipment including spare parts OWNER purchased from CONTRACTOR or any third party which need the SERVICES from the CONTRACTOR for its industrial operation. 业主从承包商或者第三方所采购的设备（含备件），其需要承包的服务以投入工业运行。
"SERVICES" means: “服务”务系指：	all the works, services and materials which the CONTRACTOR shall provide to OWNER in accordance with Article 2 as well as any works, services or materials not so described but which would, to a contractor exercising GOOD INDUSTRY PRACTICE, clearly be required to complete the SERVICES. 所有承包商按照第 2 条应该提供给业主的工作、服务和材料，以及其它未曾明示，但承包商按照“良好的工业惯例”的明确要求完成服务时所需提供的任何工作、服务和材料。
"SITE" means: “现场”场系指：	the Covestro Integrated Site, Shanghai in Shanghai Chemical Industry Park, or the location otherwise specified in this CONTRACT. 位于上海化学工业区的科思创上海一体化基地，或本合同另行规定的其它地方。
"WORKING DAY" means: “工作日”作系指：	Monday to Friday excluding designated public holidays as specified by PRC regulations. 星期一到星期五，不包括中华人民共和国指定的法定节假日。
"PURCHASE ORDER" means: “订单”系指：	The purchase order issued by OWNER to CONTRACTOR for purchasing certain SERVICES within the scope of this CONTRACT. 业主向承包商发出的采购本合同范围内的某些服务的订单。
"CONTRACT PRICE" means: “合同价格”系指：	The price to be paid by OWNER to the CONTRACTOR for the SERVICES provided under this CONTRACT. As the case maybe, the CONTRACT PRICE may refer to the estimated total price for the SERVICES. 业主就本合同项下的服务向承包商支付的价款。根据具体情况，合同价格可能指代预估的合同总价。

INTERNAL

ARTICLE 2 SCOPE OF SERVICES 服务的范围

2.1 Scope of Services 服务范围

CONTRACTOR shall perform SERVICES according to the scope of SERVICES as provided in the CONTRACT.
承包商根据合同的约定服务范围提供服务。

2.2 Changes in Scope of Services 服务范围的变更

OWNER is entitled at any time by written notice to CONTRACTOR to change, modify, add to or delete from the scope of SERVICES as set forth in the CONTRACT. CONTRACTOR shall accept such changes and shall perform the SERVICES as changed in accordance with the CONTRACT. Both Parties shall enter into a change order to confirm the changes in scope of SERVICES and possible changes of remuneration with other terms and conditions of SERVICES remain as unchanged.
业主有权在任何时候变更、修改、补充或者删除本合同中规定的服务范围，但须向承包商发出书面通知。承包商应接受此种变更，并按照本合同完成变更后的服务。双方将就此另行签署变更订单以确认变更后的服务范围及可能的报酬变化，其他条款应予本合同保持不变。

ARTICLE 3 CONTRACTOR's and OWNER's OBLIGATIONS 承包商和业主的义务

3.1 CONTRACTOR's Obligations 承包商的义务

CONTRACTOR shall perform the SERVICES as described in this CONTRACT and any changes in the scope of SERVICES as per Article 2.2 (Changes in Scope of SERVICES), and according to any design documents, specifications and codes and standards provided by OWNER. In the event no such design documents, specifications and codes and standards are given, the SERVICES shall be performed in accordance with the GOOD INDUSTRY PRACTICE and the national codes and standards, whichever is more prudent.
承包商应根据业主提供的任何设计文件、规格、规范和标准履行本合同所描述的服务，以及根据第 2.2 条（服务范围的变更）所作的服务范围的任何变更。若没有提供该设计文件、规格、规范和标准，服务应按照“良好的工业惯例”与国家规范和标准（以两者中更为谨慎者为准）履行。

The CONTRACTOR shall notify the OWNER immediately if any error, discrepancy or ambiguity is found in or between any of the documents supplied by the OWNER to the CONTRACTOR for the purposes of the CONTRACT and obtain from and follow instructions of the OWNER on the action to be taken to rectify such error, discrepancy or ambiguity.
若业主为合同目的提供给承包商的任何文件中或文件之间存在错误、不一致或模糊的地方，承包商应及时通知业主，取得业主指示，并遵守业主指示去修复该错误、不一致或模糊。

To carry out the SERVICES, CONTRACTOR shall, among other things, in particular:
为了履行服务，承包商在其所有义务中，尤其应该：

a) request in reasonable time that the OWNER provides such information, assistance, review or approval it considers necessary for the timely performance of the SERVICES;
在合理期限内要求业主提供其认为及时履行服务所需的信息、协助、检查或者批准；

b) notify OWNER without delay of any condition which might endanger a due and timely carrying out of the SERVICES or which might lead to additional costs for OWNER; and
将可能影响服务按期履行或可能增加业主额外费用的任何情况立即通知业主；且

c) Take full responsibility for the stability and safety of all operations, methods and working practices of whatsoever nature carried out or employed by it or its agents, affiliates and Subcontractors on the SITE.
对承包商、其代理商、关联机构、分包商在现场采用的各种性质的操作、方法和工作惯例的稳定性和安全性承担全部责任。

INTERNAL

d) Assign personnel, if requested, subject to OWNER's prior written confirmation, with necessary qualification, skills, experiences and suitable to carry out and complete the SERVICES to perform the SERVICES under this CONTRACT. OWNER shall reasonably request. For the avoidance of doubt, any confirmation of such personnel by the OWNER shall not release CONTRACTOR's responsibility to ensure that the personnel is suitably qualified and experienced with regard to his or her duties and act in accordance with the requirements of this CONTRACT.
在业主要求的情况下，指派经业主事先书面认可的适格的、有技能、有经验的，能够履行职责和完成服务的人员向业主提供本合同项下的服务。为避免疑义，任何业主对承包商指派人员的认可或批准不解除承包商就确保其指派人员具有完成其职责、满足合同要求的适格资质和经验的责任。

e) Promptly provide a replacement of the assigned personnel, if OWNER considers the relevant personnel is not competent, not compliant with the requirements of this CONTRACT, violates relevant rules or policies of OWNER or cannot perform the SERVICES due to any reasons. The replacement for such personnel shall subject to OWNER's prior written confirm;
若业主认为承包商指派的人员无法胜任、不遵守合同要求或违反业主的相关规章制度或因其他任何原因无法提供服务，业主有权要求承包商更换指派人员。承包商应根据业主要求及时更换指派人员，更换的指派人员须经业主事先书面认可；

f) If OWNER inform CONTRACTOR at least 1 month in advance in writing its intention to extend or change any PURCHASE ORDER, CONTRACTOR shall accept such extension, early termination or change;
若业主提前一个月以书面形式要求延长或者变更订单中的服务内容，承包商应予以接受并遵守；

g) If OWNER inform CONTRACTOR at least 1 month in advance in writing its intention to early terminate any PURCHASE ORDER or part of the SERVICES in any PURCAHSE ORDER, CONTRACTOR shall accept and OWNER is not responsible for any additional cost or liability;
若业主提前一个月以书面形式要求提前终止订单或者订单终的部分服务，承包商应予以接受并遵守，业主无需为此承担任何额外的责任或费用；

The CONTRACTOR shall in performing its obligations under this CONTRACT comply with the laws of the PRC and shall obtain all necessary licenses, approvals qualifications and permits for the same. If any breaches, the CONTRACTOR shall indemnify all the losses suffered by the OWNER including the fines imposed to the OWNER by the government agencies.
在履行本合同项下义务时，承包商应遵守中华人民共和国法律，同时还应获得所有必要的资质、批准和许可。如有违反，则承包商应当赔偿业主由此所遭受的损失，包括政府对业主的罚款。

The CONTRACTOR shall not subcontract parts or the whole of the SERVICE without OWNER's prior written consent. Subcontracting by the CONTRACTOR of the performance of any of the SERVICE shall not relieve the CONTRACTOR of its obligations under the CONTRACT. The CONTRACTOR shall be responsible for the acts and omissions of its subcontractors and suppliers of any tier (and their agents, employees and subcontractors of any tier, the "Subcontractor") as if such acts and omissions are those of the CONTRACTOR;
未经业主事先书面同意，承包商不得分包全部或其任何一部分服务。承包商分包任何服务都不能解除承包商在本合同项下的义务。承包商应对其任何层次的分包商和供应商（和他们的代理商、雇员和任何层次的分包商，简称"分包商"）的作为和不作为负责， 就如同这是承包商自己的作为和不作为；
All subcontracts entered into by the CONTRACTOR shall contain the following provisions:
承包商签订的所有分包合同都必须包含以下条款：

i. that the work shall not, without the consent of the OWNER, be further subcontracted;
未经业主同意，服务不得被再次分包;

ii. that the Subcontractor has an obligation of confidentiality in like terms to that of the CONTRACTOR pursuant to this CONTRACT and, to the extent that the OWNER so requires, the Subcontractor and its employees and agents shall enter into a direct written agreement with the OWNER to comply with the confidentiality obligation;
分包商应负有与承包商在本合同项下一样的保密义务，若业主要求，分包商及其雇员和代理应与业主直接签订书面协议，承诺负有保密义务;

iii. that the subcontract may, at the OWNER's sole option, be assigned to the OWNER in the event of Termination of the CONTRACT.
业主应有权选择在本合同终止时受让分包合同。

INTERNAL

3.2 OWNER's Obligations 业主的义务

OWNER shall provide all information in its possession that it considers necessary for the performance of the SERVICES and is not accessible to the general public, particularly information about materials, OWNER's regulations and standards.
业主应该提供所有业主拥有的且其认为是履行服务所必需而一般公众无法获得的信息，尤其是有关材料、业主的规定和标准的信息。

ARTICLE 4 REMUNERATION 报酬

The rates and prices contained in this Contract form the basis of the remuneration payable to the CONTRACTOR for the execution of the SERVICES. The rates and prices include labor， consumable materials, transportation, accommodation and meals, mobilization and demobilization, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR in connection with the performance of the SERVICES.
本合同所指的费率和价格为承包商履行服务而应支付给承包商的基础报酬，该费率和价格包括人工消耗材料、交通、住宿和餐饮、安置和遣散费用、管理费用、利润和所有其它承包商为履行服务而发生的直接或间接费用。

The rates and prices shall include all taxes, levies, duties and fees imposed by reason of the performance of SERVICES by CONTRACTOR including, but not limited to, business tax, value added tax etc. Any refunds of value added tax shall be to the account of the OWNER and CONTRACTOR shall provide all reasonable assistance to OWNER in obtaining any such refunds.
该费率和价格应包括承包商履行该服务所应支付的一切税费，包括但不限于营业税和增值税等。任何增值税退税均归业主所有，承包商应为业主取得此类退税提供所有合理的帮助。

Unless expressly provided in the CONTRACT, the aforementioned rates and prices are fixed for the duration of the SERVICES and shall not be adjusted to take account of any circumstances whatsoever.
除非本合同中明确规定，上述费率和价格在服务期间是固定不变的，且任何情形下均不得调整。

ARTICLE 5 TIME SCHEDULE 时间进度

The CONTRACTOR shall provide the SERVICES at such times and for such duration(s) as specified in this CONTRACT.
承包商应根据本合同所规定的时间和期限提供服务。

If any date for completion of the SERVICES is not achieved, the CONTRACTOR shall pay the OWNER the liquidated damages, if any, stipulated in this Contract.
若未能在完工日期前完成服务，承包商应根据本合同的规定向业主支付违约金（若有的话）。

ARTICLE 6 PAYMENTS 付款

6.1 Progress Payments 进度付款

The OWNER shall pay the CONTRACTOR in accordance with the rates and prices set out in this CONTRACT. The CONTRACTOR shall submit a payment request for work completed, together with all the substantiating documents, at the time(s) set out in this CONTRACT.
业主应按照本合同规定的费率和价格向承包商支付合同价格。承包商应在本合同规定的时间提交已完成工作的进度付款申请以及所有支持文件。

INTERNAL

6.2 Final Payment 最终付款

The final payment including release of the retention, if any, shall be made upon:
包括保留金（如有的话）在内的最终付款应在下列条件满足后支付：

(i) ACCEPTANCE as per Article 13 (ACCEPTANCE);
根据第 13 条（验收）规定通过了验收；
(ii) CONTRACTOR's submission of a final release as set forth in Annex A5 (Final Release, Waiver of Lien and Indemnity), if required in this CONTRACT; and
若本合同要求的话，承包商按附件 A5（弃权和赔偿声明）的格式递交弃权和赔偿声明；以及
(iii) a payment request from the CONTRACTOR.
承包商递交付款申请 。

6.3 Terms of Payment 付款条件

The CONTRACTOR's payment requests shall be checked, revised as necessary and approved by the OWNER by the issue of a payment certificate to the CONTRACTOR within 14 days of receipt of the CONTRACTOR's payment request.
业主应在收到承包商提交的付款请求之后的 14 天内核查承包商的付款请求，必要时予以更正，并在批准该付款请求时向承包商签发付款证明。

All payments shall be made in the currency specified in this CONTRACT to the bank account(s) directed by the CONTRACTOR.
所有付款应以本合同指定的货币付至承包商指定的银行帐户。

In no case shall such payments be construed as OWNER's acceptance of all or part of the SERVICES.
这些付款在任何情况下都不能视为业主对服务的全部或者部分的验收。

ARTICLE 7 ORGANIZATION 组织

7.1 The CONTRACTOR shall employ or cause to be employed in connection with this CONTRACT only such persons that are suitably qualified, skilled and experienced in their respective disciplines. The OWNER, with reasonable grounds, shall have the right to require the CONTRACTOR to remove from the SITE any person who, in the OWNER's opinion, is incompetent or negligent in the performance of his duties or otherwise not conforming to the requirements of this CONTRACT. Such a person shall not thereafter be assigned to work for OWNER in connection with this CONTRACT again.
在与本合同有关的人员雇佣方面，承包商应仅雇佣或促成雇佣那些在其各自专业内有资质、有技能、有经验的人员。若有合理的理由，业主应有权要求承包商从现场撤离任何业主认为不合格的或在履行职责时有过失的或者不符合本合同其它要求的人员。 该等人员此后不得再因本合同而被委派至业主方。

7.2 CONTRACTOR shall appoint a representative skilled in English language and available at all times, who is authorized to act on CONTRACTOR's behalf and whom OWNER may consult whenever necessary and whose notices, instructions, demands, decisions and other communications shall be binding on CONTRACTOR in respect of all matters pertaining to the implementation of this Contract and the SERVICES to be carried out.
承包商应任命一名精通英语、可随时找到的代表，并授权此人代表承包商行事。业主可以在任何需要的时候与他商议。他发布的关于执行本合同及服务的所有事项的通知、指令、要求和决定均对承包商具有约束力。

7.3 The CONTRACTOR shall perform the SERVICES by using its own regular staff who maintains lawful and effective labour relationship with the CONTRACTOR during his or her period of assignment at the SITE. CONTRACTOR shall be subject to liquidated damage equal to 6 times of it monthly service fee for the SERVICES performed through such assigned personnel for violation of this clause;
承包商应使用其自己的正式员工履行服务。在被指派到现场期间，承包商应与其指派人员保持合法有效的劳动关系。若承包商违反本条款项下的义务，应向业主支付相当于该违反行为发生时承包商通过相关指派人员提供的服务的月服务费的 6 倍作为违约金；

INTERNAL

7.4 Upon acceptance of the PO until the completion of Service under such PO, CONTRACTOR shall ensure the stability of its assigned personnel and shall not withdraw or replace any assigned personnel without OWNER's prior written consent. Otherwise, CONTRACTOR shall pay to the OWNER liquidated damage equal to 3 times of the monthly service fee for the SERVICES performed through such personnel for each violation of this clause;
承包商从接受订单到服务完成期间，应保持其所指派人员的稳定性。承包商不得未经业主事先书面同意撤回或替换其指派的人员。若违反此条款，承包商应就每次违反向业主支付相当于承包商通过该等人员为业主提供的服务的月服务费的 3 倍作为违约金；

ARTICLE 8 PROCUREMENT AND SCHEDULING 采购及进度

The CONTRACTOR shall submit reports to the OWNER in accordance with the requirements specified in this CONTRACT or as otherwise requested by the OWNER during the provision of the SERVICES.
履行服务期间，承包商应根据本合同规定的要求或业主另行提出的要求向业主提交报告。

ARTICLE 9 INTERFACE MANAGEMENT 界面管理

The CONTRACTOR shall provide the SERVICES in a manner which will not disrupt the work of other contractors on the SITE. The CONTRACTOR shall make good at its own cost and at no cost to the OWNER any damage or loss to the work or property of others arising out of or in connection with the SERVICES.
承包商应以不影响其它在现场的承包商工作的方式提供服务。如因本合同项下的服务引起其它承包商的工作或财产损失、损害，承包商应负责赔偿，且不得增加业主的费用。

ARTICLE 10 WARRANTY 保证

10.1Scope of Warranty 保证的范围

a) The CONTRACTOR warrants that the SERVICES shall be provided to the highest professional standards and meet the requirements specified in the CONTRACT.
承包商保证以最高的专业标准提供服务，并符合本合同规定的要求。

b) CONTRACTOR shall, as its own responsibility, check for accuracy and completeness of all documents, specifications and technical descriptions which OWNER provides to CONTRACTOR after the signing of this CONTRACT for the performance of the SERVICES, and, by using them, shall adopt them as its own.
承包商应该自负责任检查业主在签署本合同后、为履行本服务而提供给承包商的所有文件、规范和技术说明的准确性和完整性，并且取为己用，如同己出。

c) CONTRACTOR warrants that it is appropriately qualified and has full power and legal capacity to enter into and perform the obligations under this CONTRACT and that it has obtained the necessary approvals, permits, licenses or certificates of qualification for the performance of its obligations under this CONTRACT.
承包商保证其具有合适的资质，具有完全的权力和法律能力缔结合同及履行合同项下的义务，并已经持有为履行合同义务所必需的所有批准、执照、许可或资质证书。

d) CONTRACTOR warrants that, with the SERVICES, the EQUIPMENT shall be in good industrial operation under an ordinary course; if CONTRACTOR is also the supplier of the EQUIPMENT, it shall further warrant the EQUIPMENT shall be in line with the performance ascribed in EQUIPMENT descriptions, operational manual or other documents, guarantees as provided by CONTRACTOR, if any.
承包商保证其所提供的服务能够使得设备能够在正常条件下投入到良好的工业运行中；若承包商同时亦是设备的供应商，则还应当进一步保证设备的运行符合其所提供的产品说明、操作说明、其他文件或者保证中所载明的性能，如有的话。

10.2 Warranty Period and Removal of Defects 质保期间和缺陷排除

If the CONTRACTOR is the supplier of the EQUIPMENT, the warranty period of the SERVICES shall be the same as the warranty period of the EQUIPMENT as set forth in the Purchase Order. During the warranty period, no matter the defects caused by the EQUIPMENT or the SERVICES, the CONTRACTOR shall perform its warranty obligations in accordance with the relevant stipulations in the Purchase Order.

INTERNAL

若承包商同时亦是设备的供应商，则服务的质保期间与在设备采购订单中所规定的设备质保期间保持一致。在质保期间，无论缺陷是由服务所致或者设备所致，承包商均应当按照设备订单中所规定的有关质保条款履行其质保义务。

If the CONTRACTOR is not the supplier of the EQUIPMENT, in case of defects in the SERVICES due to the CONTRACTOR that are notified and documented at any time prior to the expiry of 24 months after ACCEPTANCE or such other duration(s) as may be specified in this CONTRACT, such defects shall be remedied by CONTRACTOR immediately at its own cost. If CONTRACTOR fails in or defaults on the remedy of any such defects within a reasonable period having regard to the nature of the defect, OWNER may procure the remedy of such defects at CONTRACTOR's expense**.**
若承包商并非设备的供应商，则由于承包商的原因所导致的服务缺陷，只要在验收后 24 个月或本合同可能另行规定的其它期限过期之前的任何时候通知并记录，承包商应立即自费修复该缺陷。如果承包商在合理期限（该合理期限视缺陷性质而定）内未能或不履行责任修补上述缺陷，业主可以另行修补该缺陷，费用由承包商承担。

10.3 OWNER's Assistance 业主的协助

Any approval or assistance from OWNER in the performance of the SERVICES shall be qualified as being merely advice or recommendations and shall in no way affect CONTRACTOR's obligations under the warranties or constitute grounds for any liability claims of CONTRACTOR against OWNER.
在服务履行过程中，任何来自业主的批准或协助应仅被视为建议或者推荐，无论如何均不得影响承包商的保证义务，承包商也不得因此向业主提出任何责任索赔。

ARTICLE 11 INSURANCE 保险

CONTRACTOR is obliged to and shall ensure all the other subcontractors to take out and maintain the following insurances valid during the CONTRACT period, necessary to cover all risks and liabilities the CONTRACTOR, the personnel performing the engineering work, the CONSTRUCTION CONTRACTOR and his subcontractors/suppliers may have under the CONTRACT or the relevant contract or at law during the performance of the CONTRACT, including but not limited to:
承包商有义务购买且应确保其所有分包商购买并在本合同期内维持下列所有保险，以覆盖承包商、履行设计工作的人员，建造承包商和其他分包商在履行本合同过程中可能面临的风险或须承担的责任，或在其它相关合同项下规定的或依法应承担的责任，包括但不限于：

a) Social Security insurance as well as all other compulsory insurances as required by PRC law.
中国法律要求的社会保障保险以及其他强制保险。

b) Personal Accident Insurance, Employer's Liability Insurance and any other personal accident insurances as required by PRC laws and regulations as well as government requirements with indemnity limit no less than CNY800,000 per person, whether imposed before or after the execution of this CONTRACTOR, covering the employees of the CONTRACTOR, the personnel performing the engineering work, the CONSTRUCTION CONTRACTOR and other subcontractors/suppliers who are involved for the WORK during their term of services.
人身意外伤害险、雇主责任险及中国法律法规和政府要求的任何其它人员意外伤害保险（无论在本合同签署前或签署后付诸执行的），其中赔偿限额不低于人民币 800,000/人。承保范围包括承包商、履行设计合同的人员、建造承包商和其它分包商/供应商在现场工作的员工，承保期限为这些员工提供服务的期限。

c) Public Liability Insurance, covering the legal liability against any property loss or damage as well as bodily injury of any third party including the Owner arising from its performance of the CONSTRUCTION WORKS described in this contract with a limitation of no less than RMBxx,xxx,xxx per occurrence. Herein property under the care, custody and control, and accidental pollution liability shall be extended.
公众责任险：覆盖承包商在履行本合同约定的工程建造服务过程中导致包括业主在内的第三方遭受人员伤亡或者财产损失所必须承担的法律责任，保单限额不得低于每次事故 RMB******元，并且在此保险中扩展：照顾、看管和控制条款、意外及突发污染责任条款。

INTERNAL

d) Transport insurance on an “All Risk’s” basis covering all transport to the SITE for all materials and equipment ordered by the CONTRACTOR and subcontractors in their own name.
运输险，以一切险为基础，承保范围包括以承包商和分包商自己名义采购的所有材料和设备至现场的运输。

e) Professional Indemnity Insurance / Errors & Omission Insurance, covering the legal liability arising from the negligent performance of professional services (including but not limited to design, consulting, etc.) made by the CONTRACTOR and his subcontractors under the Contract with a minimum limit of RMB****** per occurrence. Delete if not appropriate
职业责任险/错误与疏漏保险：覆盖承包商及其分包商因其提供的专业服务（包括但不限于设计、咨询等服务）因疏忽、过错等原因造成的包括业主在内的第三方损失，保单限额不得低于每次事故人民币******。如不适用请删除

f) Property All Risks Insurance covering the CONTRACTOR’s (including its subcontractor) erection of equipments and tools on SITE against all loss and damage on the basis of full replacement value. Delete if not appropriate
承包商（含其分包商）财产一切险，承保范围为在现场的一切设备及施工器具重置价值为基础的全部损失。如不适用请删除

g) Insurance of the CONTRACTOR’s (including the personnel performing the engineering work), the CONSTRUCTION CONTRACTOR’s and other subcontractors’ hired or owned vehicles with an auto third party liability (including passengers’ liability) limit no less than RMB 1,500,000.00 per occurrence per person. Delete if not appropriate
承包商（包括履行设计工作的人员）、建造承包商和其它分包商的车辆险（包括租用或者自有车辆），其中第三者责任（包括车上人员责任险）限额为不低于人民币 1,500,000.00 元/次/人。如不适用请删除

As and when the CONTRACTOR is required so to do by the OWNER, the CONTRACTOR shall produce and shall have any subcontractor and CONSTRUCTION CONTRACTOR to produce for inspection by the OWNER documentary evidence (i.e. policy contract or insurance certificate) that the insurances required by this Article 11 (CONTRACTOR’s and Subcontractors’ Insurance) are properly maintained, but on any occasion the OWNER may (but not unreasonably or vexatiously) require to have produced for his inspection the policy or policies in question.
当业主向承包商提出要求，承包商应向业主提交并确保所有分包商及建造承包商向业主提交第 11 条（承包商及其分包商的保险）要求的保险资料（保单合同或保险凭证）供业主审查以证明此类保险已经购买并符合投保要求。在任何情况下，业主都可以在合理范围内要求承包商提交保险单证以供审查。

The OWNER may, in its sole discretion, procure and maintain the insurances as mentioned in this Article 11 (CONTRACTOR’s and Subcontractors’ Insurance) should the CONTRACTOR, the CONSTRUCTION CONTRACTOR or any of their subcontractors fail to procure or maintain such insurances as required. Any cost incurred by the OWNER in procuring and maintaining such insurances shall be recovered from the CONTRACTOR by directly deducting, without further notification such amount from any payment(s) due to the CONTRACTOR.
建造承包商，或其任何分包商未能购买或维持第 11 条（承包商及其分包商的保险）要求的保险，业主可以自主购买并维持保险。业主因购买和维持上述保险而产生的费用将从向承包商的任何付款中直接扣除而无须通知承包商。

In case the CONTRACTOR, CONSTRUCTION CONTRACTOR or any of their subcontractor fails to purchase any of the above insurance or contribute to relevant social benefit which leads to the OWNER to directly make compensation to any individual or third party (including any staff assigned for performance of the WORK), the CONTRACTOR shall indemnify OWNER of such amount it has paid. OWNER shall be entitled to directly deduct, without further notification such amount from any due payment to the CONTRACTOR.
若承包商，建造承包商或其任何分包商未能购买上述保险或支付相关社保而导致业主直接向其他个人或第三方（包括任何被指派履行项目的人员）赔付，承包商应向业主补偿其因此支付的全部金额。业主有权从任何向承包商的应付款中直接扣除该等金额而无须通知承包商。

INTERNAL

ARTICLE 12 THE SITE 现场

12.1 SITE Conditions 现场条件

At an appropriate timing point during the performance of this CONTRACT, CONTRACTOR shall inspect the SITE and availability of access routes to prepare for its SERVICES to be delivered. CONTRACTOR shall be fully responsible for the consequence to fail to comply with this obligation.
在履行本合同的适当时间内，承包商应当考察现场以及通行路径的可用情况以为其将提供的服务作出准备。承包应当自行承担全部后果若其怠于履行此项义务。

12.2 Property Removal Pass 财产转移通行证

The CONTRACTOR shall observe any and all rules and guidelines of the OWNER with regard to controlling files, documents and computers including electronic files to be taken away from the SITE. No documents and computers may be taken away from the SITE until and unless a Property Removal Pass has been obtained from the OWNER.
承包商在将控制文件、文档和计算机包括电子文档带离现场方面应当遵守业主所有规定和指令。除非且直到获得业主的财产转移通行证，任何文件和计算机不得被带离现场。

ARTICLE 13 ACCEPTANCE 验收

The CONTRACTOR shall notify the OWNER when the SERVICES have been completed and are ready for ACCEPTANCE. If, after inspection, the OWNER is satisfied that the SERVICES have been completed in accordance with the CONTRACT, the OWNER shall accept the SERVICES and confirm the same in writing to the CONTRACTOR. The OWNER shall not be obliged to accept the SERVICES until any defects have been fully rectified.
当服务完成并可以验收时，承包商应通知业主。经过检测，如果业主认为服务符合合同要求，业主应接收该服务，并向承包商书面确认。在任何缺陷被全部修复之前，业主没有义务接收服务。

This procedures shall apply to each and every individual SERVICES if the SERVICES are to be provided individually.
若服务是分项单独提供的，则上述程序应适用于每一项和所有各项服务。

ARTICLE 14 INTERRUPTION AND TERMINATION 合同中断和终止

14.1 Interruption by OWNER 业主的中断

OWNER shall be entitled to interrupt the execution of the SERVICE or parts thereof 5 WORKING DAYS after CONTRACTOR receives written notice to that effect, unless CONTRACTOR agrees to a shorter period of notice.
经书面通知承包商，并在通知到达后的 5 个工作日起或承包商同意的更短时间内，业主有权中断全部或部分服务的履行。

Without giving any specific reasons, the notice shall specify the SERVICE that is to be interrupted as well as the estimated interrupted days. CONTRACTOR shall thereupon interrupt the execution of that SERVICE until it is instructed by OWNER in writing to resume the SERVICE.
通知应当详述被中断服务以及预估中断时间而无需给出特别中断原因。承包商应因此而中断服务，直到业主发出书面通知恢复服务的施工。

During the period of interruption, CONTRACTOR may not remove any materials or equipment from the SITE without OWNER's written permission.
在中断期间，没有业主的书面许可，承包商不能从现场移走任何材料和设备。

In case of interruption of the SERVICE by OWNER, CONTRACTOR shall be remunerated for the proven SERVICES done prior to the interruption and the reasonable direct costs during the interruption, always provided that CONTRACTOR is not responsible for the interruption and has explored every possibility to eliminate or minimise such costs. If CONTRACTOR is responsible for the interruption, it shall indemnify OWNER for all

INTERNAL

interruption costs. In the event of an interruption of the SERVICE and upon OWNER's re-quest, CONTRACTOR shall:
如业主指令中断工程服务，承包商应有权就在中断前已完成的并经确认的工程服务获得报酬，以及因中断所发生的合理的直接费用，但前提是承包商对服务中断没有责任，且承包商已尽所有可能消除或减少此类费用。如果承包商对服务中断负有责任，它将赔偿业主所有由于中断所导致的费用 。在发生服务中断时且如果业主要求，承包商应：

a) discontinue all current work with the exception of work that, at OWNER's written request, is to be completed;
除业主书面要求必须完成的工作，停止所有正在进行的工作；

b) suspend, or upon OWNER's request, terminate all contracts with its suppliers and subcontractors if any; and
暂停，或应业主要求，终止与其供货商及分包商签订的所有合同；并

c) surrender to OWNER all DOCUMENTS prepared therefore, properly arranged and in usable condition.
向业主移交中断前已编制好的所有文件，该文件应是合理编排并能够使用的。

CONTRACTOR shall resume any interrupted SERVICE promptly upon written request from OWNER to do so. In the event CONTRACTOR fails to adhere to such notice for resumption, OWNER shall be entitled to terminate this CONTRACT for CONTRACTOR’s breach pursuant to Article 14.2 (Termination by OWNER).
当业主书面要求复工时，承包商应立即恢复中断服务的施工。如承包商未能按该书面要求复工，业主有权按照第 14.2 条（业主的终止）条的规定因承包商违约终止本合同。

14.2 Termination by OWNER 业主的终止

OWNER may terminate this CONTRACT with immediate effect without giving any reasons. In this case, CONTRACTOR is entitled to payment of:
业主可以无需说明原因而立即终止本合同。在这种情况下，承包商有权获得以下各项的付款：

(i) the value of SERVICES performed but for which the CONTRACTOR has not been remunerated as at the date of termination; and
承包商已经完成但在合同终止时尚未得到报酬的服务价值；以及

(ii) any reasonable direct costs arising out of such termination provided that the CONTRACTOR has explored every possibility to eliminate or minimize such costs.
因合同终止而造成的任何合理的、直接的费用，但承包商必须已尽其所能消除或使此类费用最小化。

Provided that CONTRACTOR is only entitled to be paid such sums if the termination by OWNER is not due to CONTRACTOR's fault or breach of the CONTRACT.
然而承包商有权获得上述款项的前提是，并非由于承包商的错误或违约而导致业主终止合同。

14.3 Termination due to CONTRACTOR’s reason 因承包商的原因而终止

If CONTRACTOR is responsible for the ground of the termination, it shall indemnify and hold harmless OWNER for all costs and losses (including legal expenses) resulting therefrom (including the additional cost of completing the SERVICES, if any). Such grounds include in particular: the CONTRACTOR becomes insolvent or bankrupt, or it breaches any of its obligations under this CONTRACT and fails to remedy or to begin remedying the breach immediately after having received a written request to do so from OWNER or the CONTRACTOR is responsible for any other circumstances which makes it unreasonable or impracticable for the OWNER to continue the contractual relationship.
如果因承包商的原因导致合同终止，承包商应赔偿并使业主免受所有由此（包括为完成服务所发生的额外费用，如果有的话）而产生的费用和损失（包括法律费用）。可导致本合同终止的原因尤其应包括承包商破产或倒闭，或违反了本合同项下义务且收到业主书面补救要求后未能立即对违约行为进行补救或未能立即开始补救违约行为并迅速补救成功，或者出现承包商应当负责的其它情形，导致业主认为维持合同关系已经不现实或不合理。

INTERNAL

14.3.1 Upon the termination of the CONTRACT, CONTRACTOR shall after consultation with OWNER, immediately:
一旦合同终止，承包商在和业主协商后应立即：

- discontinue all current SERVICES with the exception of SERVICES that, at OWNER's written request, are to be completed;
  除业主书面要求必须完成的服务外，承包商应终止所有正在履行的服务；
- remove CONTRACTOR's equipment and personnel from the SITE; and
  从现场移走承包商的设备和人员；以及
- surrender to OWNER all DOCUMENTS provided by the OWNER or prepared by the CONTRACTOR, properly arranged and in usable condition.
  向业主移交所有业主提供的或承包商准备的文件，该文件应是合理编排并能够使用的。
- return any equipment provided by OWNER to CONTRACTOR in order to provide SERVICES (including laptop, access badges, PPE, etc.)
  归还任何业主提供给承包商以履行服务的设备（包括手提电脑，门牌，安全服等等）。

14.3.2 Unless otherwise agreed by the Parties in writing, the CONTRACTOR has no right to unilaterally terminate the CONTRACT.
除非双方另有书面约定，承包商无权单方面提前终止合同。

ARTICLE 15 COMMUNICATION 通信

All correspondence must be in writing and be addressed to the representatives named in this CONTRACT or, in the case of correspondence relating to invoices, in accordance with OWNER's invoicing instructions.

所有的通信必须以书面形式发送给本合同指定的代表，在通信涉及发票时，依照业主的发票指导书。

ARTICLE 16 GENERAL PROVISIONS 通用条款

16.1 Interpretation of CONTRACT 合同的解释

This CONTRACT is the entire agreement between the parties for the performance of the SERVICES and supersedes any prior understanding between the parties in respect of the SERVICES before the date of this CONTRACT. No verbal collateral agreements exist.

本合同是合同签署双方之间为履行服务的完整协议。本合同将代替任何在本合同签订之前双方之间与服务有关的谅解。此外，不存在任何口头的附属协议。

16.2 Marshalling of Documents 合同文件的优先顺序

Unless otherwise specified, the CONTRACT comprises the following documents and shall be construed in the following descending order of precedence where there is any discrepancy or conflicts between these documents:

除非另有规定，本合同由下列文件组成，若这些文件之间存在任何不一致或冲突，将按下列顺序优先适用：

(i) Purchase Order Face;
采购订单封面；
(ii) Special Conditions of Purchase of Services and all annexes attached thereto;
服务采购合同特殊条款及其所有附件；
(iii) these General Conditions; and
本通用条款；和
(iv) the CONTRACTOR's bid.
承包商的投标书。

If any information in the CONTRACTOR's bid is inconsistent with, or in addition to, these General Conditions or the Special Conditions of Purchase of Services and any annexes attached thereto, the OWNER shall in its complete discretion determine which shall prevail or, as the case may be, shall not be binding on the parties.

INTERNAL

如果承包商投标书中的任何信息与本通用条款或服务采购合同特殊条款及其所有附件不符，或未列于本通用条款或服务采购合同特殊条款及其所有附件中，则业主有权全权决定这些信息是否优先适用或是否对双方具有约束力。

16.3 Indemnity 赔偿

The CONTRACTOR shall indemnify and hold the OWNER harmless from and against any and all liabilities and causes of action for any property damages and/or bodily injury or death arising out of or in any way connected with the performance or non-performance (whether negligent or otherwise and howsoever a head of damage may be formulated) by or on behalf of the CONTRACTOR of its obligations under this CONTRACT, where such liabilities or causes of action are suffered or brought by any third party. The CONTRACTOR's liability under this Clause 16.3 shall be reduced to the extent (if any) to which any negligence on the part of the OWNER caused or contributed to such liabilities or causes of action.
承包商应赔偿并使业主免于承担任何及所有责任和无论以何种方式因承包商或承包商代表履行或不履行本合同义务（无论因过失或其它，也无论损害是如何形成的）而产生的对任何财产损坏和/或人身损害或死亡的诉讼事由，且该等责任或诉讼事由是由任一第三方遭受的或提起的。承包商在第16.3条项下的责任不包括因业主过失而导致或造成该等责任或诉讼事由的范围（如果有的话）。

16.4 Independent Contractor 独立承包商

Nothing in this CONTRACT shall have the effect of creating any legal relationship between the parties other than that of independent contractors. Neither CONTRACTOR nor its subcontractors and suppliers or their personnel are employees or agents of OWNER.
除承包商是业主的独立承包商外，本合同并未在业主和承包商之间建立任何其它法律关系。承包商、其分包商和供应商或他们的员工都不是业主的雇员或代理。

16.5 Assignment and Set Off 合同转让和抵扣

This CONTRACT may only be assigned to a third party by the CONTRACTOR with the prior written consent of the OWNER. OWNER may assign the CONTRACT to a third party who is an affiliate of the OWNER without the consent of the CONTRACTOR.
未经业主事先书面同意，承包商不得将本合同转让给第三方，而业主可以不经承包商的同意把合同转让给业主的关联公司。

All damages, costs, charges, expenses, debts or sums for which the CONTRACTOR is liable to the OWNER in accordance with any provision of the CONTRACT may be deducted by the OWNER from payment due to the CONTRACTOR in accordance with the CONTRACT.
承包商根据合同条款应对业主承担的所有损害、费用、收费、支出、债务或其它金额，可以由业主从根据合同应付给承包商的任何款项中扣除。

16.6 Supply of Services and Materials 提供服务和材料

In the event CONTRACTOR fails to make payment to its employees or workmen or any subcontractor or supplier, which failure may lead to the delay, suspension or threatened suspension of the SERVICES or any part thereof, OWNER may pay such sums due directly to CONTRACTOR's employees or workmen or subcontractors or suppliers. Any such costs as are incurred by OWNER arising from such failure of CONTRACTOR or such payments by OWNER shall be payable by CONTRACTOR to OWNER or shall be set off against any payments due to CONTRACTOR by OWNER.
如果承包商未能向其雇员、工人或分包商或供应商付款，并因此可能导致服务或其中相关部分的延误、停工或有停工威胁，业主可以直接向这些雇员、工人、分包商或供应商支付这些应付款项。因承包商未能付款或业主代为付款而产生的费用应由承包商支付给业主或由业主在其应付给承包商的款项中扣除。

16.7 Ownership of Plans and Specifications 图纸和规范的所有权

INTERNAL

All documents, models and software furnished to CONTRACTOR for performance of the SERVICES shall remain the absolute property of OWNER. They shall be returned in full to OWNER upon termination of the CONTRACT or ACCEPTANCE pursuant to Article 13 (ACCEPTANCE), whichever occurs earlier. CONTRACTOR shall be barred from asserting any rights of retention.
为履行服务而提供给承包商的所有文件、模型以及软件都是业主的专有财产。在合同终止之后，或者在按照第13条（验收）验收之后（以时间在先者为准），这些财产应立即全部归还给业主。承包商不得在其上保留任何权利。

All DOCUMENTS, models and software created by CONTRACTOR for performance of the SERVICES shall become the property of OWNER. However, if the models and software incorporated any intellectual property rights as created by the CONTRACTOR, such models and software shall be remain as the property of CONTRACTOR but OWNER shall have the rights to use them free of charges during the entire life time of the EQUIPMENT.
所有为履行服务而由承包商制作的文件、模型以及软件都应成为业主的财产。但，若该模型以及软件中嵌入了承包商所创造的知识产权的，则该模型及软件的所有权仍归承包商所有，但业主在设备的使用期限内有权免费使用。

16.8 Third-party Rights 第三方的权利

The CONTRACTOR shall fully indemnify the OWNER against any action, claim, demand, costs, damages or expenses, arising from or incurred by reason of any infringement or alleged infringement of any letters patent, trademark or name, copyright, design right or other protected rights by the CONTRACTOR, its employees, agents, suppliers or sub-contractors.
承包商应全额赔偿业主任何由于承包商，及其雇员、代理商、供应商或分包商侵权或被声称侵犯任何专利许可证、商标或名称、著作权、设计权或其它受保护的权利而引起的任何诉讼、索赔、要求、成本、损失或费用。

16.9 Secrecy 保密

Without prejudice to any prior secrecy agreement entered into between the CONTRACTOR and the OWNER, all information, drawings and other documentation ("Information") disclosed by OWNER to the CONTRACTOR in connection with the CONTRACT is confidential and shall not be used for any purpose other than the performance of the CONTRACTOR's obligations under the CONTRACT or disclosed to any third party without the prior consent of OWNER in writing. CONTRACTOR shall ensure that its employees, agents, suppliers and sub-contractors and their employees comply with this confidentiality obligation. If required by the OWNER, the CONTRACTOR shall ensure that each such employee, agent, sub-contractor and/or its employees shall prior to the commencement of the SERVICES or at any time before its completion, sign a confidentiality agreement with OWNER not less stringent than the ones set out in this CONTRACT.
在不影响承包商和业主之间先前签订的任何保密协议的前提下，所有业主向承包商披露的有关本合同的信息、设计图和其它文件（以下称为“信息”）是保密的，且不应当用于除履行本合同下承包商义务外的任何其它目的，或没有业主的事先书面许可不得让第三方知晓。承包商应保证其员工、代理商、供应商和分包商及其员工遵守本保密义务。若业主要求，承包商应保证在服务开始之前或完工之前的任何时候，任何上述员工、代理商、供应商或分包商和/或其员工均应与业主签署一份严格程度不低于本合同的保密协议。

The above shall not apply to information which at the time of disclosure to CONTRACTOR was public knowledge, or thereafter shall become public knowledge through no fault of the CONTRACTOR, or at the time of disclosure was already in the CONTRACTOR's possession or is obtained by CONTRACTOR from a third party who is lawfully in possession and free to dispose thereof, provided that the CONTRACTOR can prove that the information concerned falls within the scope of one or more of such exclusions.
上述规定不适用于在业主提供给承包商以前已经是公共信息领域的信息，或此后并非由于承包商的过失而泄漏到公共信息领域的信息，或在业主提供给承包商时已经为承包商所有，或随后由任何合法拥有的第三方透露给承包商的信息，前提是承包商能够证明这些信息属于这些例外中的一个或多个。

This Article shall survive the completion of the SERVICES and termination of the CONTRACT.
本条款在服务完成后和合同终止后继续有效。

INTERNAL

16.10 Intellectual Property 知识产权

All reports and other deliverables required under the CONTRACT and all the intellectual property rights in such reports and deliverables shall become the property of the OWNER as soon as such reports and other deliverables have come into existence and the OWNER shall be entitled to develop, adjust or modify such reports and deliverables without the CONTRACTOR's consent. If any of such reports or other deliverables are lost or destroyed (wholly or partially) before they are received by the OWNER, they shall be replaced by the CONTRACTOR with all speed and at its cost.
一旦形成，所有本合同要求的报告和其它交付物，以及所有该报告和交付物中所涉及的知识产权应归属于业主。业主有权不经过承包商的同意，发展、调整或者修改这些报告和交付物。若任何该报告或交付物在业主收到之前丢失或损坏（整体或部分），承包商应尽快自费重新提供。

16.11 SERVICES Viewings, Advertising 工程参观及广告

The SITE or SERVICES may not be viewed by third parties or used for advertising purposes without OWNER's written authorization. CONTRACTOR shall not be allowed to name OWNER in printed or other promotional matter in referring to the business relationship regarding the SITE or SERVICES without OWNER's prior consent. CONTRACTOR shall enjoin its subcontractors and suppliers in the same manner.
没有业主的书面授权，第三方不能参观现场或服务或者将之用作广告目的。没有业主的事先许可，在言及与服务有关的商业关系时，不允许承包商以印刷的形式或在其它宣传中提及业主的名称。同时，承包商也应要求其分包商和供应商遵守本条款。

16.12 Audit 发票核查

For the duration of the SERVICES and for three (3) years thereafter the CONTRACTOR shall maintain full records of all matters connected with the performance of the SERVICES. At any time during such period the OWNER may enter the CONTRACTOR's premises and audit such records. For the purposes of such audit the OWNER may take copies of any of such records and shall be entitled to require a certificate from the CONTRACTOR in respect of anything contained in such records. The CONTRACTOR shall co-operate with the OWNER to ensure that any such audit shall be carried out to the satisfaction of the OWNER. No auditing by the OWNER under this Article shall relieve the CONTRACTOR of the responsibility for the performance of any of his obligations under the CONTRACT nor shall it constitute any admission by the OWNER as to the performance of the CONTRACTOR of such obligations.
在服务期间以及此后的三年内，承包商应维护履行服务所涉所有事项的完整记录。该期间内的任何时候，业主有权进入承包商的场所审计该记录。为审计目的，业主可以复印任何该记录，并有权要求承包商提供该记录中所包含的任何事项的凭证。承包商应协助业主，并保证任何审计满足业主要求。本条款下业主的审计不免除承包商本合同下的任何义务和责任，也不能认为是业主对承包商履行该义务的确认。

16.13 Right of Discovery 监督的权利

OWNER shall be entitled to demand at any time that CONTRACTOR or its subcontractors and suppliers provide it or its authorized agents with information about all activities involved in the execution of the SERVICES. This includes the right to information on CONTRACTOR's or its subcontractors' premises.
任何时候业主都有权利要求承包商、或其分包商、供应商向业主或其授权机构提供任何与本服务的实施有关的信息。监督权的内容也包括要求提供承包商或其分包商场所的信息。
The exercise of the aforesaid rights of discovery shall not affect CONTRACTOR's obligations under this CONTRACT.
上述监督权的行使并不影响承包商合同项下的义务。

16.14 Applicable Law 适用的法律

The laws of the PRC shall apply to the interpretation of the CONTRACT.
本合同的解释适用中华人民共和国的法律。

INTERNAL

16.15 Arbitration 仲裁

Any dispute or claim arising out of or in connection with this CONTRACT including any question regarding existence, validity or termination of the CONTRACT that cannot be resolved through amicable consultations within a reasonable period of time shall be submitted by either Party to and finally settled by the China International Economic and Trade Arbitration Commission for arbitration and shall be conducted in Shanghai in accordance with the Commission's arbitration rules in effect at the time of the request for arbitration. The arbitral award shall be final and binding upon both Parties.
任何由合同引起的或与合同有关的争议，包括关于合同的存在性、有效性和终止的任何问题，如未能在合理的时间内通过友好协商的方式解决，应提交给中国国际经济贸易仲裁委员会加以仲裁并最终判定，并按照仲裁提请时有效的该仲裁委员会的仲裁规则在上海进行仲裁。仲裁裁决是最终的裁决，对合同双方都具有约束力。

In respect of each such dispute or claim, pending resolution of the same in accordance with this Article 16.14 (Arbitration), the OWNER shall make an interim decision on such dispute or claim which shall be binding on the Parties and unless the CONTRACT has already been terminated, the OWNER and the CONTRACTOR shall continue to perform their respective obligations under the CONTRACT.
关于每项此类争议或权利要求，在按照第 16.14 条（仲裁）仲裁的悬而未决期间，业主可以对该争议或权利要求作出临时决定，该决定对合同双方都具有约束力，而且除非合同已经终止，业主以及承包商应该继续履行各自在本合同项下的义务.

16.16 Language of the CONTRACT 合同语言

Where the CONTRACT is written in English and any other language and there is any discrepancy or conflicts between these two language versions, the English language version shall prevail.
若合同以英文和任何其它语言书写, 如有冲突,以英文为准。

16.17 Anti-Corruption 反腐败

If the CONTRACTOR shall offer, give or agree to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the CONTRACT or for showing or forbearing to show favor or disfavor to any person in relation the CONTRACT or any other contract with the OWNER or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the CONTRACTOR), it shall be lawful for the OWNER to cancel this CONTRACT and to recover from the CONTRACTOR the amount of any loss resulting from such cancellation.
如果承包商向任何人许诺、给予或同意给予任何礼物或任何形式的对价以作为对其实施或不实施或者是已经实施或未实施与合同授予或执行相关的行为的报酬；或者作为对与本合同或与业主签署的其它合同有关的任何人表示或不表示支持或不支持的报酬；或者承包商雇员或其他代表承包商的人（无论承包商是否知悉）实施了此类行为，业主有权取消本合同，并要求承包商赔偿因合同解除而产生的损失。

16.18 Sustainability 可持续发展合同条款

In order to ensure compliance with Covestro's sustainability standards, *the Supplier* and its group of companies are expected (i) to organize its business with Covestro in line with the Supplier Code of Conduct which is available online at http://www.supplier-code-of-conduct.covestro.com and (ii) to participate in Covestro's evaluations related to the Together for Sustainability (TfS) initiative. The expenses related to this participation shall be borne by the *Supplier*.
In case not already available, Covestro shall have the right to evaluate the sustainability performance of *the Supplier* and its group of companies, either by an online assessment and/or by a TfS audit, executed by a third party. The results should be provided within 12 months* after being awarded the business with Covestro. We expect the *Supplier* to achieve and to maintain a result of no less than 45/100 and, in the case of an audit, to close major and critical findings within 1 year. The evaluation should be updated every 3 years at the latest.
* Maximum time, to be reduced in specific cases (e.g. for critical suppliers with not compliant evaluation).

INTERNAL

为了确保符合科思创的可持续性标准，我们希望供应商及其集团企业（i）以符合科思创的供应商行为准则（参见 http://www.supplier-code-of-conduct.covestro.com）的方式进行核科思创之间的业务，并且（ii）参与科思创关于Together for Sustainability (TfS, 携手可持续发展倡议) 的评估。参与评估的费用由供应商承担。若目前还没有，科思创有权通过线上评估以及/或者第三方现场审计的方式评估供应商及其集团企业的可持续性表现。结果将在被授予科思创的合同之日起12个月*内提供。我们希望供应商的集团企业能够获得并保持不低于45/100的评估结果。若在审计的情况下，在1年内解决主要和关键的审计发现问题。评估需至少每三年更新一次。

*最长时间，在特殊情况下可减少（例如在不符合评估要求的重要供应商）。

ARTICLE 17 HEALTH, SAFETY AND ENVIRONMENT (HSE) AND SECURITY 健康、安全、环保和保安

The CONTRACTOR shall:
承包商应：

a) comply with, and ensure that all subcontractors and suppliers comply with, as a minimum, the requirement set out in Annex C2 (HSEF Policies) and all other health, safety, environmental protection and firefighting regulations and any amendments, changes, supplements or updates thereof made from time to time.
至少遵守并确保其所有分包商和供应商也遵守附件 C2（健康安全环境消防规范）的规定以及其它所有适用的健康、安全、环保和消防的规定及其所有修改、补充和更新；

b) comply with any statutory regulations which govern the storage and use of all items which are brought on to the SITE in connection with the SERVICES.
遵守所有物品存放和使用的法律规定，该物品因与服务有关而被带至现场；

c) Ensure that all vehicles used by the CONTRACTOR and all subcontractors and suppliers, whether on the SITE or on public roads, are properly licensed and in roadworthy condition, and that all drivers are properly licensed and comply with all relevant traffic regulations.
确保在现场和公共道路上行驶的承包商及其所有分包商和供应商的车辆满足上路条件、证照齐全、适当，所有驾驶员证照齐全、适当并遵守所有有关交通法规。

Failure by the CONTRACTOR or any of its subcontractors and/or suppliers to comply with any of the requirements of this Article 17 (Health, Safety and Environment (HSE) and Security) shall be considered a breach of a major obligation under the CONTRACT and shall entitle the OWNER to interrupt the execution of the SERVICES or terminate the CONTRACT, wholly or in part, in accordance with Article 14 (Interruption and Termination).
如承包商或其任何分包商和/或供应商未能遵守本第 17 条（健康、安全、环保和保安）的任何规定，应视为违反合同项下主要义务，业主有权按照第 14 条（中断和终止）的规定中止服务或全部或部分地终止本合同。

In regards to the HSEF Violation (as defined below) which does not lead to an incident, the CONTRACTOR shall take rectified action immediately. The OWNER shall be entitled to deduct and withhold a liquidated damage of RMB 5,000.00 per occurrence of HSEF Violation depending on the severity of the violation at Owner's sole discretion.
如发生 HSEF 违规（定义如下）但未导致事故的，承包商应立即采取纠正措施。每起 HSEF 违规业主有权按照业主认定的违规的严重程度扣除和暂扣罚金人民币 5000 元。

In the event any Recordable Incident (as defined below) occurs attributable to the CON-TRACTOR, the CONTRACTOR shall immediately report to the OWNER on the incident as detailed as possible and shall investigate and submit a written report to the OWNER in writing the happenings within the time specified in Annex C2 (HSEF Policies). Solely or partially, the OWNER shall be entitled to deduct and withhold a liquidated damage from RMB 50,000.00 to a maximum of RMB 500,000.00 per occurrence of Recordable Incident, depending on the serious level of the incident at Owner's sole discretion.
如果发生任何归因于承包商的可记录事故（定义如下），承包商应立即按照在附件 C2（健康安全环境消防规范）所规定的时间内以书面方式尽可能详细地向业主汇报事故情况。每起可记录事故业主有权按照业主认定的事故的严重程度扣除和暂扣罚金人民币五万元至最高总额不超过人民币五十万元。

HSEF Violation means an event where the person involved had been trained and/or instructed on as well as clearly known or should know about the OWNER's HSEF Policies and all other health, safety, environmental protection

INTERNAL

and firefighting regulations , but dis-obeys such policies or regulations intentionally or gross negligently, and which potentially could have caused injury, illness, traumatic injury or occupational illness and/or damages/losses to people, assets, the environment or reputation, but which did not.
HSEF 违规是指在相关人员已接受培训、指导或者明确知道或应当知道业主的 HSEF 政策以及其他健康、安全、环保和消防规定,但却因故意或因疏忽大意违反这些政策或规定，且可能会造成伤害、生病、外伤或者职业病和/或对人、资产、环境或名誉造成损失，但尚未实际造成的。

A Recordable Incident means any and all kinds of incidents (except for first aid) which results in medical treatment, restricted work case, day away from work case, fatal accident, fires or property damage greater than RMB 10,000.00.
可记录事故是指除了急救以外任何种类的事故需要采取入院治疗、工作受限、引起误工、致命事故、火灾或者超过 10,000.00 元财产损失的。

Definitions of medical treatment, restricted work and fatality are as follows:
入院治疗、工作受限、致命事故的定义如下:

- Restricted Work: 工作受限:
  An employee's work is considered restricted when, as a result of a work-related in-jury or illness, (A) the employer keeps the employee from performing one or more of the routine functions of his or her job (job functions that the employee regularly performs at least once per week), or from working the full workday that he or she would otherwise have been scheduled to work, or (B) a physician or other licensed health care professional recommends that the employee not perform one or more of the routine functions of his or her job, or not work the full workday that he or she would otherwise have been scheduled to work.
  如因与工作有关的伤害或生病, (A) 雇主使雇员免予执行一项或多项他/她的日常工作职能（工作职能指雇员每周至少执行一次），或免于在整个工作时间执行他/她计划将执行的工作，或（B）医生或其他有执照的健康医疗机构专业人士建议雇员不要执行他/她的一项或多项日常工作职能，或不要在整个工作时间执行他/她计划将执行的工作，该雇员的工作视为工作受限。

- Medical Treatment: 入院治疗：
  Medical treatment means the management and care of a patient to combat disease or disorder. However, it does not include (a) visits to a physician or other licensed health care professional solely for observation or counseling; (b) diagnostic procedures such as x-rays and blood tests, including the administration of prescription medications used solely for diagnostic purposes (e.g., eye drops to dilate pupils); or (c) any treatment contained on the list as below:
  入院治疗指病人为抵御疾病或不适而进行治疗，它不包括（a）向医生和其他有执照的健康医疗专业人士进行观察或咨询；（b）诊断过程，例如 X 光检查和验血，包括仅为了诊疗目的的处方药物治疗（例如：扩大瞳孔的眼药水）；或（c）任何下列所述的急救：

- First aid means only the following treatments (a) Using a nonprescription medication at nonprescription strength; (b) Administering tetanus immunizations; (c) Cleaning, flushing or soaking wounds on the surface of the skin; (d) Using wound coverings such as bandages, Band-Aids, gauze pads, etc.; or using butterfly band-ages or Steri-Strips; (e) Using hot or cold therapy; (f) Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc.; (g) Using temporary immobilization devices while transporting an accident victim; (h) Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister; (i) Using eye patches; (j) Removing foreign bodies from the eye using only irrigation or a cotton swab; (k) Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means; (l) Using finger guards; (m) Using massages; or (n) Drinking fluids for relief of heat stress.
  现场急救：现场急救仅包括下列治疗（a）在不需要处方情况下使用非处方药物；（b）破伤风处理；（c）皮肤表面清洁，冲洗或伤口涂抹；（d）伤口包扎如绷带，创口贴，纱布，等；或使用蝴蝶绷带或带子；（e）使用热或冷敷；（f）使用任何非刚性的支架，如弹性绷带，包扎卷，非刚性背带，等；（g）运输伤员时使用临时不可固定设施；（h）指甲或脚趾头放血释压，或挤破水泡；（i）使用眼罩；（j）仅用冲洗和药签擦洗眼睛中的外来物；（k）仅用冲洗，钳子，棉签或其他类似物擦洗除眼睛以外其他部位中的外来物；（l）使用创口贴；（m）进行按摩；或（n）饮用液体释放热量。

- Fatality: 致命事故：

INTERNAL

Death resulting from an injury (traumatic) or illness/disease (occupational).
由于受伤（创伤）或生病/疾病（职业性的）引起的死亡。

Any occurrence of incident and/or request for first aid must be reported to CISS ERC (phone number 6712 1415) and the OWNER's Project Manager immediately without any delay. The OWNER's First Aid Station will provide the initial treatment to all incidents at the SITE and will arrange transportation with ambulance car for further treatment if needed.
现场发生任何事故和/或急救的情况都必须立即向科思创一体化基地紧急响应中心（电话 6712 1415）和业主的项目经理报告。业主急救站对所有现场事故受伤人员进行预处理，如有必要将安排救护车进一步处理。

Any failure to report in accordance with the above provisions shall be subject to a liqui-dated damage of RMB 250,000.00 and the OWNER shall be entitled to deduct the above liquidated damages from any payment due to the CONTRACTOR.
如未按前述条款的程序报告，承包商应向业主支付人民币二十五万元的违约金，业主可从任何一期应向承包商支付的款项中扣除此违约金。

Without prejudice to any other provisions hereunder, the CONTRACTOR shall comply with the requirements and rules of Shanghai Chemical Industry Park (SCIP) (including any training programs) in relation to the health, safety, environment and security as pro-vided in Annex C2 (HSEF Policy) or amended by the local authority of SCIP from time to time after the execution of this CONTRACT. All the related costs shall be borned by the CONTRACTOR solely and is inclusive in the CONTRACT PRICE.
无损于本合同其他条款的约定，承包商应遵守上海化学工业区关于健康、安全、环境和安保的要求和规定（包括任何培训计划），详见附件 C2（健康安全环境消防规范）但受限于本合同签署后上海化学工业区相关部门的不时修订。由此产生的所有费用由承包商自行承担，且包含在合同价格之内。

ARTICLE 18 滥用 CISS 和 SCIP 胸卡的罚款 PENALTY FOR MISUSE OF CISS AND SCIP BADGE

In addition to Article 6.2 of “Personal Badge and Special Pass Management Procedure” in Annex C2, the penalty amounts for misuse of CISS (Covestro Integrated Site Shanghai) and SCIP (Shanghai Chemical Industry Park) badge will be added as following:
除附件 C2 中“个人胸卡及特殊使用证管理程序”中 6.2 条规定外，关于滥用 CISS（科思创一体化基地）和 SCIP（上海化学工业区）胸卡的罚款规定如下:

Should any of Contractor’s employees or subcontractors be caught entering CISS or SCIP by using the CISS or SCIP badge of another person or lend his/her CISS or SCIP badge to other person for entering into CISS or SCIP, the badge will be confiscated and Contractor will be subject to a penalty for each misuse as below:
如发现承包商的任何雇员或分包商使用他人 CISS 或 SCIP 胸卡进入 CISS 或 SCIP，或者将其自己的 CISS 或 SCIP 胸卡借给他人用以进入 CISS 或 SCIP，将会没收胸卡，并且该承包商将受到一下罚款：
1st misuse: RMB1,000
2nd – 5th misuses: RMB2,000 for each misuse
More than 5 times misuses: RMB5,000 for each misuse
第一次滥用：人民币 1000 元
第二次到第五次滥用：每次滥用罚款人民币 2000 元
超过五次以上的滥用：每次滥用罚款人民币 5000 元。

OWNER is entitled to deduct such penalty from any payment to Contractor
业主有权从任何向该承包商的待付款中扣除该等罚款。

---END OF DOCUMENT---

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