

谅解备忘录

Memorandum of Understanding

首尔设计财团
Seoul Design Foundation
北京国际设计周有限公司
Beijing Design Week Co., Ltd
北京正东电子动力集团有限公司
Beijing Zhengdong Electronic Power Co., Ltd

此份谅解备忘录(简称为备忘录)由首尔设计财团(简称 SDF)、北京国际设计周有限公司(简称 BJDW)以及北京正东电子动力集团有限公司(简称 751)三方基于共同的合作意愿, 为成功举办 2016 年北京国际设计周主宾城市的项目事宜达成如下:

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Seoul Design Foundation(hereinafter referred to as "SDF"), Beijing Design Week Co., Ltd (hereinafter referred to as "BJDW") and Beijing Zhengdong Electronic Power Co., Ltd (hereinafter referred to as "751") based on tripartite common willingness to cooperate together for the successful 2016 Beijing Design Week especially with the project of Seoul City as the official Guest City of 2016 Beijing Design Week.

1. 合作意愿

1. Purpose

此份备忘录基于明确 SDF、BJDW 以及 751 三方正式的合作关系(以下简称三方), 并为三方关于 2016 年北京国际设计周主宾城市项目的合作事宜的推进、执行以及进一步加强三方利益奠定基础。

The purpose of this MOU is to identify the official cooperative relationship of SDF, BJDW and 751(hereinafter jointly referred to as "The Parties") and lay the foundation to foster and implement the actual cooperation for the Guest City program of 2016 Beijing Design Week that furthers the tripartite interest of the parties.

2. 合作的基本原则

2. Cooperative Principle

SDF 受首尔市政府委托，负责 2016 年北京国际设计周主宾城市项目联络、策划、执行等一切相关的筹备及实施工作，并认定 751 为项目落地执行合作单位。

SDF is the host institution entrusted by the Seoul Metropolitan Government to be responsible for undertaking all communications, planning, implementation and all other preparation and operation works related with the Guest City Program, and recognizes 751 as the implementation cooperator for 2016 Guest City program.

基于首尔市被确定为 2016 年北京国际设计周的主宾城市，BJDW 将为主宾城市项目的筹备事宜提供相关的支持与协助，并与 751 就具体筹备事宜开展合作。

Based on the designation of Seoul as the Guest City of 2016 Beijing Design Week, BJDW will provide assistance and support for preparation works of Guest City program, and cooperate with 751 for it.

三方将全力构建紧密合作关系，推进 2016 年北京国际设计周主宾城市项目的各项筹备工作(以下简称主宾城市项目)。

The parties shall try their best to build cooperative relations and to implement tasks for the Guest City program of 2016 Beijing Design Week (hereinafter referred to as “Guest City Program”).

3. 三方合作约定

3. Tripartite Cooperation

根据本备忘录约定，三方应基于各自分工及职责，共同推进主宾城市项目如下合作事宜：

Pursuant to this MOU, the parties shall enhance cooperative implementation of Guest City program with the roles and responsibilities as the following:

- (1) BJDW 将支付不超过 50 万元人民币的项目补贴给 2016 年主宾城市项目合作伙伴 751。
- (1) BJDW will provide the subsidy of RMB 500,000 at most to 751, the partner of Guest City program in 2016.
- (2) 根据主宾城市项目的实际操作情况，在 SDF 与 BJDW 双方确认的前提下，751 须提供对等服务支持。作为 2016 年主宾城市项目合作伙伴，在 BJDW 就补贴资金使用原则的规定下，751 可将 50 万元人民币补贴资金的使用进行合理分配。
- (2) According to practical operation of Guest City program, 751 should provide corresponding service agreed by SDF and BJDW. As the partner of 2016 Guest City program, 751 was allowed to sensibly allocate the budget within RMB 500,000 under the principle of subsidy usage from BJDW.

- (3) SDF 将负责承担除却 751 实际负责的筹备工作以外的全部筹备工作以及相应的费用支出。
- (3) With the exception of the preparation work actually undertook by 751, SDF is responsible for all of the other preparation works and the cost for the Guest City program in 2016.
- (4) 三方将共同合作、开发本备忘录约定职责之外的包含招商、推介等合作事宜，确保主宾城市项目的成功举办，以及该项目所带来的价值与成果的共享。
- (4) Besides of the roles and responsibility described on the MOU, including promotion or PR, the parties will jointly collaborate in order to make the Guest City program successful, and share the value and achievement from the program.
- (5) SDF 将就邀请北京市作为首尔设计周主宾城市的相关事宜与 BJDW 开展研究与探讨。SDF 将负责提供与 2016 年北京国际设计周主宾城市项目所提供的对等规格的服务与支持，具体操作细则双方将另行协商确定。
- (5) SDF will open the discussion with BJDW to invite Beijing City to Seoul Design Week as an official Guest City. SDF will be responsible for providing equivalent level of service and support corresponding to the Guest City program in Beijing in 2016 and the method and details of it to be discussed and negotiated separately.
- (6) 关于在 751 时尚设计广场内开展设计商店及员工交流等合作事宜，SDF 将与 751 就行程安排、场地以及合作条件等内容，基于双方友好、互惠的合作基础上进一步协商确定。
- (6) SDF and 751 will initiate the collaboration such as placing design shop within 751's territory and staff exchange program, and the details including schedule, location and conditions will be decided through further discussion and agreement based on principles of mutual benefit.

在此之前三方所发起的任何领域的合作事宜及相关细则，以及任何一方所需要解决的需求，三方将就具体事宜进行商议，详述相关条款及条件，以官方渠道开展沟通及讨论，签订独立对等的协议。

Prior to initiating any further areas of the cooperation above, or for the details of cooperation are needed to be settled by the request of any one party, the parties will negotiate and enter into a separate agreement, where appropriate, describing the terms and conditions in detail after communication and discussion through the official channel of the parties.

4. 有效期限及修改原则

4. Validity and Amendment

- (1) 此份备忘录自三方法定代表人或授权人签字及加盖公章之日起生效。

- (1) This MOU shall be effective on and after the date of its signing by the authorized representatives of the parties.
- (2) 此份备忘录涉及任何修改事宜，须在三方书面协议后生成。
- (2) This MOU may be modified at any time after written consultation between the parties.

本备忘录由 SDF、BJDW 及 751 三方代表以统一形式语言(英语和中文)一式签订三份，两种文本同等作准。如对文本释义产生分歧，以英文文本为准。每方留存一份。
 The representative of the SDF, BJDW and 751 sign on three copies of the MOU, written both in English and Chinese, both texts being equally authentic. Such as divergence of text interpretation, the English text shall prevail, and one copy will be kept by each party.

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9.9, 2016

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