**国家重点研发计划-国际科技创新合作专项**

**联合申报协议**

**2019 XXX-CHINA JOINT RESEARCH PROGRAM Application Agreement**

甲方：中山大学 项目负责人：

Party A: Sun Yat-sen university Principle Investigator:

乙方： XX国XXX大学 项目负责人：

Party B: ｘｘｘ　University Principle Investigator:

经甲乙各方协商一致，就共同申报国家重点研发计划政府间国际科技创新合作/港澳台科技创新合作重点专项项目达成如下协议：

As agreed upon by all parties, Party A and Party B reached the following agreement to jointly apply for the National Key Research and development program:

1. **项目研究各参与单位任务分工及考核指标：**

The division of tasks and the assessment indicators of the participating applicants:

1. 申报项目名称 ：ｘｘｘｘ
2. The title of project proposal: ｘｘｘｘ
3. 甲乙双方在所申报项目任务分工如下：

Party A and Party B in the application are assigned with the following tasks:

甲乙双方在所申报项目（课题）中承担角色、研究内容、任务分工：甲方是本项目的中方牵头单位，负责中国方面项目的具体实施；乙方是本项目的ｘｘ方牵头单位，负责ｘｘｘ国方面项目的具体实施。

Party A and Party B assume the role, research content and task division in the application (task): Party A is the lead applicant of the project in the People’s Republic of China (China) and Party B is the lead applicant of the project in ｘｘｘ(ｘｘｘ)

1. 全体申请人承诺按照专项的总体部署参与上述全链条研究体系和协同创新体系的构建，共同推进专项任务的整体实施，圆满完成专项目标。

All applicants shall jointly promote the overall implementation of the specific projects and successfully complete the individual objectives.

1. **经费与预算 Funding and Budget**

本项目中国和ｘｘｘ国分别向各自向所在政府申报，中国方面拟申报国家经费ｘｘｘｘ万左右，ｘｘｘｘ方面拟申报经费ｘｘｘｘ。甲乙方各自申请并各自管理使用其研究经费。按照指南要求，本项目无配套自筹经费。

The applicants shall submit the proposals to their respective governments. Chinese applicant will apply for a grant around ｘｘｘｘ　RMB from the Ministry of Science and Technology of China and ｘｘｘ applicant will apply for funds ｘｘｘｘ in　ｘｘｘｘ. Each party will be responsible for their own costs of carrying out its part of the Research Project. 　According to the guidelines, there is no matching self-financing for this project.

若本项目获得批准立项，项目实际批准的经费额度较申报书发生变化时，项目经费额度以科技部和ｘｘｘ国政府部门下达的任务（合同）书为准。

If the project is approved, the actual amount of funding shall be subject to the project (contract) issued by the ministry of science and technology and the ｘｘｘgovernment.

1. **知识产权约定 Intellectual Property agreement**

申报过程中各方提供的资料仅用于项目申报，对申报过程中各方提供的技术资料各方承诺不得用于本项目申报以外的其它任何用途。申报通过以后，再就知识产权等另行商议。由甲方或乙方独立完成的知识产权归属于完成方。由甲乙双方共同完成的知识产权或知识产权中存在共同完成的部分，由甲乙双方商定；若无对方许可，任何一方不得擅自申请或使用共同完成的成果。甲乙双方均应采取必要的措施以保护因申报项目需要而知悉的属于对方或属于双方共有的知识产权。

The information provided by the parties in the proposal shall be only applied for the application process. The technical materials provided by both parties in the proposal shall not be used for any purposes other than for the application process. Once the project is funded, the intellectual property shall be negotiated separately. The intellectual properties that the research is independently completed by either Party belongs to the completed Party. The intellectual property of the jointly completed results or of which are shared by both parties shall be agreed upon by both sides. If there is no other party's consent, neither party shall apply or use the jointly completed result. Both Party A and Party B shall take the necessary measures to protect the intellectual property held by either party or shared by both parties during the application process.

1. **申报资格 Eligibility**

各单位的参加人员和信用资格必须符合重点研发计划的规定，不得由于有限项原因影响项目申报资格。

The eligibility of participating personnel must meet the requirements of the key research and development program. It shall not affect the eligibility of the application for any limited reasons.

1. **协议有效期、补充协议及争议解决办法**
2. 本协议自合作方签字之日起生效，有效期至项目申报完成之日；若项目（课题）获得批准，各方应在本协议基础上另行签订项目（课题）任务（合同）书及联合实施协议，对课题（任务）执行过程中的责权利进行更全面的约定。

This agreement shall take effect from the date of signature of the partner and shall be valid until the date of completion of the application process; Upon approval of the project, the parties will sign the project design assignment and a joint implementation agreement on responsibility and rights in the execution of the project.

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1. 在申请过程中发生争议，各方应当协商解决。双方通过协商不能解决争议，则各方同意向广州仲裁委员会仲裁。

The disputes arising from the interpretation of the joint agreement shall be settled through friendly consultation or conciliation between the parties. In case such consultation or conciliation fails，the disputes may be submitted to Guangzhou Arbitration Commission for settlement.

1. **其他约定 Other Conventions**

本协议一式4份，各方各持1份，2份用于项目申报，具有同等法律效力。英文版合同文本是依据本中文版合同文本翻译而成,若有抵触之处以中文版本为准。未尽事宜由双方另行商议。

This agreement shall be made in four copies, of which one copy shall be held by each party and two copies shall be used for the application process. All copies shall have the same legal effect. The translated English version contract is according to the Chinese version, should there be any inconsistency, the Chinese version prevailed. Matters not covered in the agreement shall be discussed separately by both parties.

以下无正文，转签章页。

Intentionally left blank below，signature page to follow.

**盖章页Signature page**

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| **甲方（Party A）:**  法定代表人/委托代理人  (**Legal representative)**：  项目负责人(Principle Investigator)：  Date： | **乙方（Patry B）:** 系主任/单位主管代表人(**Legal representative or Chair of Department)**：  项目负责人(Principle Investigator)：  Date： |