

技术服务合同

TECHNOLOGY SERVICE CONTRACT

项目名称 Project Name: 可再生能源原料物理化学特性研究 Renewable Energy Material Physicochemical Characterisation

委托方（甲方）The Client (Party A): 宁波能源集团股份有限公司 NINGBO ENERGY GROUP CO.,LTD.

住所地 Place of Domicile: 浙江省宁波经济技术开发区大港工业城 Dagang Industrial City, Ningbo Economic and Technological Development Zone, Zhejiang Province

法定代表人 Legal Representative: 马奕飞 Yifei Ma

项目联系人 Project Contact Person: 沙晓薰 Xiaohui Sha

通讯地址 Postal Address: 浙江省宁波市鄞州区昌乐路187号发展大厦B座6-8楼 Building B, Floors 6-8, Development Mansion, No. 187, Changle Road, Yinzhou District, Ningbo City, Zhejiang Province

电话 Telephone: 13586689384

电子信箱 Email: 812116940@qq.com

受托方（乙方）The Service Provider (Party B): 诺丁汉大学卓越灯塔计划（宁波）创新研究院 Nottingham Ningbo China Beacons of Excellence Research and Innovation Institute

住所地 Place of Domicile: 宁波市鄞州区星光路211号 No.211 Xingguang Road Yinzhou District, Ningbo

法定代表人 Legal Representative: 沈伟其 Weiqi Shen

项目联系人 Project Contact Person: 刘姝 Shu Liu

通讯地址 Postal Address: 宁波市鄞州区星光路211号 No.211 Xingguang Road Yinzhou District, Ningbo

电话 Telephone: 13116659159

电子信箱 Email: shu.liu@nottingham.edu.cn

签订时间 Date of Signing: 2024/4/9

签订地点 Signed at: 浙江宁波 Ningbo Zhejiang

有效期限 Contract Term: 2024/4/9 -2025/4/8



双方经过平等协商，在真实、充分地表达各自意愿的基础上，根据《中华人民共和国民法典》的规定，达成如下协议，并由双方共同恪守 According to "Civil Code of the People's Republic of China" and based on the principles of equal negotiation, mutual reciprocity and voluntariness, Party A and B have entered into this Contract of binding force:

1. 技术服务内容 Details of the Service

1.1 技术服务的目标 Objectives: 可再生能源原料物理化学特性研究 Renewable Energy Material Physicochemical Characterisation

1.2 技术服务的内容 Scope: 根据不同原材料的特点，制定物理化学特性检测方案，并进行测试和分析。根据材料特性，为后续项目开展提供建议。具体包括：对3个生物质样品进行扫描电镜（SEM）+能量色散X射线分析（EDX）、元素分析、热值和灰熔点测试；对1个油页岩样品进行SEM+EDX分析和重金属离子成分分析（包括前期预处理）。最终形成可再生能源原料物理化学特性分析报告 Based on the characteristics of different raw materials, formulate a detection scheme for physical and chemical properties, and conduct data testing and analysis. Provide suggestions for the subsequent project development based on the material characteristics. Specifically, conduct scanning electron microscopy (SEM) + energy-dispersive X-ray analysis (EDX), elemental analysis, calorific value, and ash melting point testing for three biomass samples; conduct SEM+EDX analysis and heavy metal ion component analysis (including preliminary pretreatment) for one oil shale sample. Finally, generate a report on the physical and chemical properties analysis of renewable energy raw materials.

1.3 技术服务的方式 Method: 测试、分析及总结性研究报告 Testing, data analysis, and research report

1.4 技术服务地点 Service Place: 宁波 Ningbo

1.5 技术服务期限 Service Term: 2024/4/10 -2025/4/9

1.6 技术服务进度安排 Service Schedule: 甲方提供原材料后的2个月内 Within 2 months after the provision of raw materials by Party A

1.7 为保证乙方有效进行技术服务工作，甲方应当向乙方提供下列工作条件和协作事项 To ensure Party B's effective performance of the Service, Party A shall provide Party B with the following working conditions and cooperation:

1.7.1 技术资料 Technical data: 原材料来源、类型、特性预期 Source, Type, and Expected Characteristics of Raw Materials

2. 服务报酬及支付方式 Contract value and payment terms

2.1 技术服务报酬总额（含税）为 Total Service Fees (tax inclusive): 人民币 4900RMB。

2.2 合同签署后，乙方预开人民币4900元（大写：肆仟玖佰圆整）的增值税普通发票，甲方应在收到发票后10个工作日内一次性向乙方支付技术服务报酬人民币4900元（大写：肆仟玖佰圆整）。After the contract is signed, Party B pre-issues a general value-added tax invoice of RMB 4,900. Party A shall pay Party B a one-time technical service remuneration of RMB 4,900 within 10 working days after receiving the invoice.

2.3 本合同项下的款项由甲方以银行转账方式支付至下列乙方收款账户，乙方按以下信息向甲方开具发票 Party A shall pay the Service Fees hereunder by bank transfer to the account of Party B, and the Party B shall issue invoice/s to Party A as follows:

| | |
|---|--|
| 甲方户名 Account Name of Party A: 诺丁汉大学卓越灯塔计划(宁波)创新研究院 Nottingham Ningbo China Beacons of Excellence Research and Innovation Institute | 乙方户名 Account Name of Party B: 宁波能源集团股份有限公司 Ningbo Energy Group Co., Ltd |
| 开户银行和分行 Bank Name incl. Branch Info: 宁波银行国家高新区支行 Ningbo Bank National High-tech Zone Branch | 开户银行和分行 Bank Name incl. Branch Info: 浦发银行宁波东部新城支行 |
| 银行账号 Bank Account Number: 50010122001401823 | 银行账号 Bank Account Number: 94160154800002090 |
| 税号(纳税人识别号) Taxation Code: 12330200MB1D32380F | 税号(纳税人识别号) Taxation Code: 9133020061026285X3 |
| 注册地址 Registered address: 宁波市鄞州区星光路 211 号 No.211 Xingguang Road Yinzhou District, Ningbo | 注册地址 Registered address: 浙江省宁波经济技术开发区大港工业城 Dagang Industrial Zone, Ningbo Economic and Technological Development Zone, Zhejiang Province |
| 电话 Tel.: 0574-88180000 | 电话 Tel.:0574-86897102 |

3. 技术服务工作成果验收 The checking and acceptance of the Service

3.1 乙方完成技术服务工作的形式 Method of Service Completion by Party B: 物理化学特性分析 Physical and chemical properties analysis

3.2 技术服务工作成果的验收标准 Acceptance standard of the deliverables: 形成报告且实验数据及分析结果未出现不合理项 Form a report, and no unreasonable items appear in the experimental data and analysis results

3.3 技术服务工作成果的验收方法 Acceptance method of the deliverables: 甲方在收到乙方的技术服务工作成果后 30 日内由甲方书面认可视为验收通过, 若甲方认为技术服务工作成果不符合验收标准, 则应在验收期限内书面通知乙方, 否则验收期限届满视为验收通过。 Party A shall conduct acceptance by means of appraisal meeting/expert evaluation and confirm in writing within 30 days after receiving the written report provided by Party B. If Party A considers the deliverables fail to meet the acceptance standards, it shall notify Party B in writing within the acceptance period, or otherwise, Party A shall be deemed to have completed the acceptance upon the expiration of the acceptance period.

3.4 验收的时间和地点 Date and place of acceptance: 甲方提供样品后 3 个月内 宁波
Within 3 months after Party A provides the samples. Ningbo

4. 违约责任 Liabilities for breach

4.1 甲方违反本合同第 1.7 条约定向乙方提供工作条件和协作事项的, 乙方有权拒绝开展工作直至甲方提供工作条件和协作事项, 且乙方不因此承担任何违约责任。逾期超过 **【20】** 日的, 乙方有权解除本合同, 甲方应按合同总金额 **【10%】** 的金额向乙方支付违约金, 并赔偿乙方所遭受的损失 If Party A violates Article 1.9 of this Contract, Party B shall have the right to refuse to provide the Service until Party A performs its obligation, and Party B shall not bear any liability for breach as a result. If the delay exceeds **【20】** days, Party B shall have the right to terminate this Contract, in which case Party A shall pay to Party B the liquidated damages in the amount of **【10%】** of the Total Service Fees and compensate for the losses suffered by Party B.

4.2 甲方违反本合同第 2 条约定未按时付款的, 每延迟一日, 应向乙方支付应付而未付金额的 **【0.5】** % 的违约金, 若逾期付款超过 **【20】** 日, 乙方有权解除本合同, 甲方按合同总金额 **【10】** % 的金额向乙方支付违约金, 并赔偿乙方所遭受的损失。 If Party

A fails to make payment on time in violation of Article 2 of this Contract, for each day of delay, Party A shall pay liquidated damages of 【0.5】 % of the unpaid amount. If the late payment exceeds 【20】 days, Party B shall have the right to terminate this Contract, in which case Party A shall pay to Party B the liquidated damages in the amount of 【10%】 of the Total Fees and compensate for the losses suffered by Party B.

5. 适用法律及管辖 **Governing Law and Jurisdiction**

本合同适用中华人民共和国法律、法规。双方因履行本合同而发生的争议，应协商、调解解决。协商、调解不成的，就除本合同第 8 条“个人信息处理”相关争议之外的其他全部争议，任何一方均可向乙方所在地人民法院提起诉讼。但是，涉及本合同第 8 条“个人信息处理”的相关争议，双方均同意提交宁波仲裁委员会按照仲裁申请时宁波仲裁委员会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。This Contract is governed by the law of the People's Republic of China. Any disputes arising out of or in connection with this Contract shall be settled by the Parties through consultations. Either Party may bring a lawsuit to the People's Court where Party B is located in, except for Article 8 relating to personal data processing, where both parties agree that the disputes relating to Article 8 shall be submitted to Ningbo Arbitration Commission for arbitration which shall be conducted in accordance with the Ningbo Arbitration Commission's arbitration rules in effect at the time of making arbitration application. The arbitral award is final and binding upon both parties.

6. 个人信息处理 **Personal Data Processing**

甲方应保证向乙方提供的个人信息（包括但不限于甲方项目联系人的个人信息，如姓名、职位、电话号码、地址和电子邮件等），系通过合法有效的方式或手段获取，且均已得到相关个人正当、合法、明确的充分授权，该授权范围应能够满足乙方基于履行本合同的目的对相关信息进行合法、合理使用。若因甲方通过不正当方式或手段，或者超出个人授权范围对相关个人信息进行收集、存储、使用、加工、传输、提供等处理行为，且造成乙方任何相关损失的，甲方应对此承担应有的责任。Party A shall ensure that the personal data provided to Party B, including but not limited to the full name, title, contact number, address and email of Party A's contact person, are lawfully and effectively obtained, with proper, lawful and specific consents from the relevant individuals for Party B to make legal and reasonable use of the personal data for the purposes relating to the performance of this contract. If Party A collects, stores, uses, processes, transmits, or provides relevant personal data in an unlawful or improper manner, or beyond the scope of the individual's consent, Party A shall be liable for any losses caused to Party B thereof.

7. 其他事项 **Miscellaneous**

- 7.1 双方确定，出现下列情形，致使本合同的履行成为不必要或不可能的，可以解除本合同 It is agreed by the Parties that this Contract may be terminated if performance of this Contract turns unnecessary or impossible due to:
- 7.1.1 发生不可抗力 The occurrence of force majeure;
 - 7.1.2 一方被吊销营业执照，或因任何原因进入破产清算、和解或重整程序 One party has its business license revoked, or entered into the bankruptcy liquidation, settlement or reorganization proceedings for any reason;

- 7.2 甲乙双方同意，在履行本合同的过程中，遵守所有具有管辖效力的，与反腐败反贿赂相关的法律、法规、指令与政策。乙方严禁其人员向甲方索要或接受甲方任何酬金、礼物或其他有形或无形的利益。如果乙方人员向甲方索要上述好处，甲方承诺将立即拒绝，并应在第一时间向乙方通报。如不及时通报并拒绝，乙方有权解除合同，并有权要求甲方按照乙方遭受的实际经济损失（包括直接损失和间接损失）承担赔偿责任。 Party A and Party B agrees to abide by all the laws, regulations, directives and policies relating to anti-corruption anti-bribery in the course of performance of this Contract. Party B does not allow any of its employees to request or accept any money, gift or other tangible or intangible benefits from Party A. Party A shall reject any of the above requests and shall notify Party B immediately. If Party A failed to reject or report to Party B, Party B shall have the right to terminate the contract, and have the right to require Party A to bear the liability for compensation in accordance with the actual economic losses (including direct losses and indirect losses) suffered by Party A.
- 7.3 未经乙方书面同意，甲方不得以任何形式使用乙方的名称、商标图像，标识，建筑物或徽章，任何提及乙方的文字、图像视频都需要事先经乙方审阅合格和书面同意后方可发布，否则乙方将追究其相关法律责任。 Unless consented to in writing by and with the knowledge of Party B, Party A shall not be using any of Party B's name, trademarked images, logos, iconic buildings or insignia in its work by any means. Party A shall not include any referral, images or video footage of the Party B in its commercial promotion unless it's reviewed and approved in writing by Party B. Otherwise, Party B will hold Party A legally responsible therefor.
- 7.4 有关补充协议、合同附件及双方认可的来往邮件、会议纪要等，均为本合同组成部分，与本合同具有同等法律效力 All pertinent supplementary contracts, appendixes, mails and memorandums, etc. recognized by the Parties hereto shall all constitute part of this Contract and be of the same legal force and effect as this Contract.
- 7.5 有关本合同条款的修改、补充和变更，均应以书面形式进行。双方可签订补充协议，经双方盖章后生效。但是若出现情势变更的，一方可以向另一方提出变更合同权利与义务的请求，另一方应当在 10 日 内予以答复；逾期未予答复的，视为同意。 Any modification, amendment or change to any terms or conditions of this Contract shall be made in writing in the form of supplementary contract, which shall not take effect until being sealed by the Parties hereto. However, if due to the change of circumstances, either party may request the other party to change its rights and obligations under the contract, and the other party shall give a reply within 10 days. Failure to reply within the time limit shall be deemed as consent.
- 7.6 如果本合同的任何条款无效或在法律上失效，其不应影响该条款剩余部分的效力及本合同其它条款的效力。各方应使用合法有效的条款替代无效或失效的条款，且此类用作替代的合法有效条款应与被替代的无效或失效条款尽可能相同，且应符合本合同的目的。 If any provision hereof is invalid or becomes invalid under any law at any time, the validity of any other provisions hereof shall not thereby be affected or impaired in any way. The parties hereto shall replace such invalid terms or conditions with valid ones, provided that such replacing valid terms and conditions shall to the greatest extent remain as close as possible to the replaced terms and conditions in both meaning and purpose.
- 7.7 本合同经双方盖章后生效。本合同壹式贰份，每一份均应视为正本。甲乙双方各执



壹份。This Contract shall come into force and effect immediately after it is sealed by both parties. This Contract is made in duplicate, each deemed as authentic each party holds one copy.

- 7.8 本合同用中英文两种文字写成，两种文字具有同等法律效力。若文字解释出现分歧，以中文版为准。This Contract is made in Chinese and English, both versions being of the same legal binding force. Where any discrepancy arises in interpretation of this Contract, the Chinese version of it shall prevail.

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作为证明, 合同双方各自于合同开头所示日期签署本合同。

In witness whereof, the Parties hereto have entered into this Contract as of the Date written at the beginning of the Contract.

甲方 Party A (盖章 Official Seal):
宁波能源集团股份有限公司 Ningbo Energy Group Co. Ltd.

有权代表名字 Representative: 洪瑜

职务 Title: 项目开发部(研发中心)副经理

签字 Signature: _____

乙方 Party B (盖章 Official Seal):
诺丁汉大学卓越灯塔计划(宁波)创新研究院 Nottingham Ningbo China Beacons of Excellence Research and Innovation Institute

有权代表名字 Representative: _____

职务 Title: _____

签字 Signature: _____



