# 英文技术服务合同

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*以下是为大家整理的关于《英文技术服务合同》，供大家学习参考！Technical Consultancy Service ContractContract No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.Date of Signat...*

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Technical Consultancy Service Contract

Contract No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Date of Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Place of Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This Contract is made and entered into through friendly negotiation by and between China\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “Client”), as one party, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as“Consultant”),as the other party, concerning the technical consultancy service of\_\_\_\_\_\_\_\_\_\_, under the following terms and conditions:

Article 1 Contents of Technical Consultancy Service

1.1 Whereas Client desires to obtain the technical consultancy service of from Consultant and Consultant has agreed to perform such services.

1.2 The Scope of Technical Services is defined in Appendix 1.

1.3 The Time Schedule for the Services is shown in Appendix 2.

1.4 The Manning Schedule is described in Appendix 3.

1.5 Consultant shall complete the Services within\_\_\_\_\_\_\_\_\_\_months from the Effective Date of this Contract and furnish the final technical service report, including drawings, designing documents, all kinds of standards and photos, within\_\_\_\_months. Consultant shall keep aware, free of charge, Client of the latest development of similar projects and any progress made in order to improve the designing of the project.

Article 2 Both Parties\' Responsibility and Liability

2.1 Client shall furnish to Consultant the pertinent data, technical service reports, maps and information available to him and shall give to Consultant the reasonable assistance necessary for carrying out of his duties. Particularly Client shall nominate a general representative who shall be available at reasonable time.

2.2 Client shall assist Consultant with the responsible authorities for obtaining visas, work permits and other documents required by Consultant to enter the country and to have access to the Site of the Project. The above expenses shall be borne by Consultant.

2.3 Consultant shall furnish a sufficient number of competent personnel to perform its obligation hereunder, in addition to those personnel specifically listed in Appendix 3. All personnel employed by Consultant in carrying out the work shall be exclusively Consultant\'s responsibility, and Consultant shall hold Client harmless from any claims of any kind by Consultant\'s personnel arising out of any acts by Consultant or its personnel in connection with the work performed hereunder.

2.4 Consultant shall provide Client all the technical technical service reports and relevant documentation within the Scope of Technical Services and within the Time Schedule of the Time Schedule for the Services.

2.5 Consultant shall assist Client＇S personnel in his country in obtaining visas and in arranging lodgings. Hotel and boarding expenses shall be borne by Client. Consultant shall supply to Client＇S personnel office space and necessary facilities as well as transportation.

2.6 Consultant shall be responsible for and shall indemnify Client and his employee in respect of injury to person or damage to property occurring in connection with the services, to the extent that such damage or injury directly results from negligence of Consultant\'s personnel while engaged in activities under this Contract.Consultant shall be liable only to the work under this Contract.

　　2.7 Any and all liability of Consultant with respect to this Contract shall be limited to the Total Contract Price received by Consultant for his profession services and shall terminate upon expiration of the warranty period set forth in Article 7.3.

Article 3 Price and Payment

　　 3.1 The total contract price is\_\_\_\_\_\_\_\_\_\_(say \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) in\_\_\_\_\_\_\_\_(currency). The breakdown prices of the above mentioned total contract price are as follows:

　　 Contract Price for Item 1: \_\_\_\_\_\_(say \_\_\_\_\_\_\_\_\_\_\_\_only) in\_\_\_\_\_\_\_\_ (currency); Contract Price for Item 2: \_\_\_\_\_\_(say \_\_\_\_\_\_\_\_\_\_\_\_only) in\_\_\_\_\_\_\_\_ (currency); Contract Price for Item 3: \_\_\_\_\_\_(say \_\_\_\_\_\_\_\_\_\_\_\_only) in\_\_\_\_\_\_\_\_ (currency); Contract Price for Item 4: \_\_\_\_\_\_(say \_\_\_\_\_\_\_\_\_\_\_\_only) in\_\_\_\_\_\_\_\_ (currency).

　　 3.2 The total contract price will include all the service and technology provided by Consultant. The total contract price shall be firm and fixed and shall not fluctuate with any inflation. The total contract price shall include all charges and expenses incurred by Consultant in performing his obligations both in his own country and in the People\'s Republic of China and includes the expenses incurred in sending the Technical Documentation to Client\'s office by all kinds of forms.

　　 In the event of Force Majeure as defined in the Contract, the total contract price shall be readjusted through friendly negotiations between the parties. If Client requires services not contemplated in the Scope of Services the parties shall friendly discuss an amendment to the

　　 total contract price. Any such amendment shall be in writing countersigned by both parties. This document shall then form integral part of the Contract.

　　 3.3 All payments to be made by Client to Consultant under the present Contract shall be made by telegraphic transfer. In case of any payment by Client, the payment shall be effected through\_\_\_\_\_\_\_\_\_\_in China to \_\_\_\_\_\_\_\_\_ for the account of Consultant.

　　 In consideration for the services provided by Consultant hereunder, Client shall effect the payment to Consultant in accordance with the following manner and percentage:

　　 3.3.1 \_\_\_\_\_\_\_ percent (\_\_\_\_\_\_\_\_ %) of the total contract price, i.e.\_\_\_\_\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_ only), shall be paid by Client to Consultant within \_\_\_\_\_\_\_\_ (\_\_\_\_) days after the client has received the following documents provided by Consultant and found them in order.

　　 A. One (1) original and two (2) duplicate copies of Consultant\'s government approval, or a written statement of the competent authorities or relevant agency of Consultant\'s country certifying that such document is not required;

　　 B. One (1) original and one (1) duplicate copy of Irrevocable Letter of Guarantee for advance payment issued by Consultant\'s Bank in favor of Client covering\_\_\_\_\_\_\_(Say:\_\_\_\_\_\_\_\_ only), specimen of which is as per Appendix 4;

　　 C. Five (5) copies of profoma invoice covering the total contract price;

　　 D. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 E. Two (2) copies of sight draft.

　　 The said shall be delivered by Consultant not later than \_\_\_\_days after the effective date of the \_\_\_\_\_\_\_\_present Contract.

　　 3.3.2 \_\_\_\_\_\_\_\_percent (\_\_\_\_%) of the Contract price for Item 1, i.e.\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_\_\_ only) shall be paid by Client to Consultant within \_\_\_\_\_ (\_\_) days after Consultant has received the following documents provided by Consultant and found them in order.

　　 A. Ten (10) copies of technical service report on Item 1;

　　 B. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 C. Two (2) copies of sight draft.

　　 3.3.3 \_\_\_\_\_\_\_\_ percent (\_\_\_\_%) of the Contract price for Item 2, i.e. \_\_\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_\_\_\_\_ only) shall be paid by Client to Consultant within \_\_\_\_\_\_\_\_ (\_\_\_) days after Licensee has received the following documents provided by Consultant and found themin order.

　　 A. Ten (10) copies of technical service report on Item 1;

　　 B. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 C. Two (2) copies of sight draft.

　　 3.3.4 \_\_\_\_\_\_\_\_percent (\_\_\_\_%) of the Contract price for Item 3, i.e.\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_\_\_ only) shall be paid by Client to Consultant within \_\_\_\_\_ (\_\_) days after Consultant has received the following documents provided by Consultant and found them in order.

　　 A. Ten (10) copies of technical service report on Item 1;

　　 B. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 C. Two (2) copies of sight draft.

　　 3.3.5 \_\_\_\_\_\_\_\_percent (\_\_\_\_%) of the Contract price for Item 4, i.e.\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_\_\_ only) shall be paid by Client to Consultant within \_\_\_\_\_ (\_\_) days after Consultant has received the following documents provided by Consultant and found them in order.

　　 A. Ten (10) copies of technical service report on Item 1;

　　 B. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 C. Two (2) copies of sight draft.

　　 3.3.6 \_\_\_\_\_\_\_\_percent (\_\_\_\_%) of the Total Contract price , i.e.\_\_\_\_\_\_\_\_\_ (Say: \_\_\_\_\_\_\_\_\_\_ only) shall be paid by Client to Consultant within \_\_\_\_\_ (\_\_) days after Consultant has received the following documents provided by Consultant and found them in order.

　　 A. Five (5) copies of manually signed commercial invoice indicating the amount to be paid;

　　 B. Two (2) copies of sight draft.

　　 3.4 In case Consultant is liable for paying to Client the penalty under the Contract, Client shall have the right to deduct it from any said payment.

　　 3.5 The banking charges of both parties incurred in China for the execution of the Contract shall be borne by Client and those incurred outside China shall be borne by Consultant.

Article 4 Delivery Schedule

　　 4.1 The deadline for the arrival of the Technical service reports CIF \_\_\_\_\_ are:

　　 A. Technical service report on Item 1 : \_\_\_\_\_\_\_\_\_months after effectiveness of the Contract;

　　 B. Technical service report on Item 2 : \_\_\_\_\_\_\_\_\_months after effectiveness of the Contract;

　　 C. Technical service report on Item 3 : \_\_\_\_\_\_\_\_\_months after effectiveness of the Contract;

　　 D. Technical service report on Item 4 : \_\_\_\_\_\_\_\_months after effectiveness of the Contract.

　　 4.2 Consultant will inform Client by Fax when the Technical service reports are airmailed to Client indicating the date and number of airway bill. Client will inform Consultant when the Technical service reports have been received.

　　 4.3 Should any document be missing or damaged during the transport Consultant shall be notified accordingly and within two (2) weeks the missing or damaged document shall be replaced by Consultant free of charge.

Article 5 Confidentiality

　　 5.1 All data assembled, developed, compiled, reproduced, studied, and prepared in connection with the work done hereunder and furnished to Consultant by Client shall be considered confidential and shall not be pulged to any person, firm or corporation other than Client or its designated representatives. This Clause shall remain binding on Consultant notwithstanding the termination of the Contract for any reason.

　　 5.2 Within the validity period of Contract, Both parties shall take proper measures to keep the materials or information strictly confidential. The other party shall not disclose or pulge to any third party without prior written consent of one party.

　　 5.3 Either party shall be obliged to keep confidential any secret information of the other party which either party and its personnel may obtain or be accessible to in the course of the performance of Contract. Either party shall not make use of or disclose such secret information obtained from the other party without prior written permission issued by the other party.

Article 6 Taxes and Duties

　　 6.1 All taxes and duties in connection with and in the execution of Contract levied by the Chinese government on Client in accordance with the tax laws of PRC shall be borne by Client.

　　 6.2 All taxes and duties levied by the Chinese government on Consultant, in connection with and in the execution of Contract, according to Chinese tax laws and the agreement between the government of PRC and the government of Consultant\'s country for the reciprocal avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income shall be borne by Consultant.

　　 Client is legally obliged to withhold, as a withholding agent, the amount of taxes pro rata each taxable payment under Contract and pay them to the relevant Chinese tax authorities. After receiving the tax receipts issued by the relevant Chinese tax authorities for the aforesaid withholding taxes, Client shall forward them to Consultant without undue delay.

　　 6.3 All taxes and duties arising outside PRC in connection with and in the execution of Contract shall be borne by Consultant.

Article 7 Warranty

　　 7.1 Consultant warrants that he has the experience and capability to efficiently and expeditiously perform the services in a satisfactory manner and that the services performed by him under this Contract shall be performed by competent personnel in accordance with accepted standards.

　　 7.2 In the event of a failure of Consultant to provide to Client satisfactory services within the scope of work described in Appendix at any time for any reason within the control of the Consultant, Client may notify Consultant of such dissatisfaction. Consultant shall be afforded a period of days to correct or remedy the matter. Should Consultant within the time afforded by Client fail to correct or remedy the matter to the satisfaction of Client, all charges shall cease forthwith until such time as Consultant is able to provide satisfactory services in accordance with the Scope of work described in Appendix.

　　 7.3 Consultant guarantees to Client that he shall, after receipt of notice from Client, promptly correct at no cost any errors in the services arising out of the negligent performance thereof.

Article 8 Ownership of Technical Service Reports

　　 8.1 Final version of the technical service report submitted to Client and all relevant data such as maps, plans and supporting material compiled in performing the Scope of Services, shall be the property of Client. Such materials shall be sorted and indexed by Consultant prior to transmission to Client.

　　 8.2 Consultant shall be permitted to retain copies thereof, provided however that such materials, including the material furnished by Client as stated in Article 5 of this Contract, shall not be used by Consultant for purposes not related with this Project without the prior written approval of Client.

Article 9 Assignment

　　 9.1 Neither Client nor Consultant shall assign or sublet their rights or obligations hereunder without the prior written consent of the other party.

Article 10 Termination

　　 10.1 If, due to the responsibility of Consultant, the technical service reports have not been delivered at dates according to the delivery schedules as stipulated in Article 4 of the Contract, Consultant shall be obliged to pay to Client penalty for such delay in delivery at the following rates:

　　 A. \_\_\_\_\_\_ percent (\_\_\_\_%) of the total contract price per week for the first four weeks;

　　 B. \_\_\_\_\_ percent (\_\_\_\_%) of the total contract price per week from the fifth week to the eighth week;

　　 C. \_\_\_\_\_\_ percent (\_\_\_\_%) of the total contract price per week from the ninth week of delay.

　　 Odd days less than one (1) week shall be counted as one (1) week for calculating the liquidated damage.

　　 10.2 The total liquidated damage for late delivery shall not exceed \_\_\_\_\_\_ percent (\_\_\_\_%) of the total contract price. Payment of the liquidated damage for late delivery shall not release

　　 Consultant from its obligation to deliver technical service reports.

　　 10.3 Client may, without prejudice to any other remedy for Consultant\'s following breach of Contract, terminate Contract in whole or in part by a written notice of default send to Consultant, if Consultant

　　 A. Fails to deliver any or all of technical service reports within\_\_\_\_\_\_(\_\_\_\_) days after the scheduled delivery date as specified in Article 1; or

　　 B. Fails to make the technical service reports meet the minimum level of Acceptance Standards as specified in Appendix 1.

　　 Consultant shall refund to Client all the payments effected by Client to Consultant plus an interest at the rate of\_\_\_\_\_\_ percent (\_\_\_\_%) per annum in case of such a termination.

　　 10.4 Either party may, without prejudice to any other remedy, terminate Contract in whole or in part by a written notice send to the other party, if the other party.

　　 A. fails to perform its confidentiality obligation under Contract; or

　　 B. fails to perform any other obligations under Contract except minor parts thereof, and does not remedy for its failure within a period of\_\_\_\_\_\_ (\_\_\_\_) days upon receipt of the written notice or a period agreed upon between the parties; or

　　 C. becomes bankrupt or insolvent; or

　　 D.Affected by any event of Force Majeure for more than \_\_\_\_\_\_ days.

Article 11 Force Majeure

　　 11.1 Should either party be prevented from performing any of its obligations under Contract due to event of Force Majeure, such as war, serious fire, typhoon, earthquake, flood and any other events which could not be expected, avoided and overcome, the affected party shall notify the other party of its occurrence by fax and send by registered airmail a certificate issued by the competent authorities or agency within fourteen (14) days following its occurrence.

　　 11.2 The affected party shall not be liable for any delay or failure in performing any or all of its obligations due to the event of Force Majeure. However, the affected party shall inform the other party by fax the termination or elimination of the event of Force Majeure without delay.

　　 11.3 Both parties shall proceed with their obligations immediately after the cease of the event of Force Majeure or removal of the effects. The validity period of Contract and/or the scheduled period for relative execution of Contract shall be extended correspondingly.

Article 12 Arbitration

　　 12.1 Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission，Shenzhen Commission for arbitration in accordance with the Commission\'s arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties and the applicable law is the material law of P.R.C.

　　 12.2 Notwithstanding any reference to arbitration, both Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed.

Article 13 Language and Standards

　　 13.1 Correspondance except this Contract between Client and Consultant, data and documents made available by Client to Consultant and the technical service reports and drawings prepared by Consultant shall be in the English language.

　　 13.2 Measures shall be written in the metric system.

Article 14 Governing Law

　　 14.1 The construction, validity and performance of this Contract shall be governed by the laws of the People\'s Republic of China.

Chapter 15 Effectiveness of the Contract and Miscellaneous

　　 15.1 Both parties shall make effort to obtain the approval from the respective authorities, if necessary, within thirty (30) days after Contract is signed by the authorized representatives of the two parties. Either Party shall notify in writing the other party of the approval date. The later date of approval shall be taken as the Date of Effectiveness of Contract.

　　 15.2 Contract shall be valid and remain in force for\_\_\_\_\_\_\_(\_\_\_\_) years from the Date of Effectiveness.

　　 15.3 The outstanding credit and debt between the parties under Contract shall not be affected upon the termination or expiration of Contract.

　　 15.4 Appendices hereof shall be integral parts of Contract and have the same legal force as the text of Contract itself. The text of Contract shall prevail in case of any discrepancies between the text of Contract and Appendices.

　　 15.5 All amendments, supplements, subtractions, or alterations to Contract shall be made in written

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