



**MEMORANDUM AGREEMENT  
BETWEEN  
SHANGHAI TECHNOLOGY  
DEVELOPMENT CO., LTD.  
AND  
STICHTING EGI**

**上海科技发展有限公司  
与  
欧洲EGI基金会的  
战略合作备忘录**

**MEMORANDUM OF UNDERSTANDING**  
**战略合作备忘录**

**THIS MEMORANDUM OF UNDERSTANDING** is executed on 06 / Sep / 2019 by the following:  
本备忘录由以下双方于2019年09月06日签订：

Shanghai Technology Development Co. Ltd., a company established and existing under the laws of The People's Republic of China, which operates and manages Shanghai Science and Technology Innovation Resources Center (abbreviated as SSTIR), a platform of promoting technologic resources and research data sharing, with its legal address at 4th Floor, No. 2 Building, 100 Qinzhou Road, Shanghai, 200035, P.R.China (hereafter referred to as "Party A");

上海科技发展有限公司，一家根据中华人民共和国法律成立及存续的公司，运营并管理推动科技资源及科学数据共享的平台——上海科技创新资源数据中心。其法定地址为上海市钦州路100号2号楼4层，邮政编码200235（下称“甲方”）；

and  
及

The Stichting EGI (aka the EGI Foundation and abbreviated as EGI.eu) is a not-for-profit foundation established under the Dutch law to coordinate the EGI federation (abbreviated as EGI), an international collaboration that federates the digital capabilities, resources and expertise of national and international research communities in Europe and worldwide. The main goal of EGI is to empower researchers from all disciplines to collaborate and to carry out data- and compute-intensive science and innovation. The address of EGI.eu is Science Park 140, 1098 XG Amsterdam, The Netherlands. (hereafter referred to as "Party B").

Stichting EGI（即EGI基金会，简称为EGI.eu）是一家根据荷兰法律成立及存续的以支持EGI联盟（简称为EGI）的非盈利基金组织。EGI联盟是一项致力于在欧洲及世界范围内将数字化能力、资源及国内外科研社群学科专业能力集成成联盟的国际协作。它的主要目标是为各学科社群的科研工作者通力合作赋能，并推动数据密集型、计算密集型的科学创新。组织的法定地址为荷兰阿姆斯特丹市科学公园140号，邮政编码1098 XG（下称“乙方”）。

**WHEREAS:**

**鉴于**

A. Following various consultations between Party A and Party B, the following principles relating to the construction of the Yangtze River Delta United Science Cloud Platform: (“the Project”) have been agreed:

甲乙双方经多次协商后，就关于建设长三角地区联合科学云平台（下称“项目”）的合作原则达成协议：

- B. Party B will support Party A in the design and construction of the project, including providing consultancy on building the science cloud federation management platform and on SaaS level services (Cloud Marketplace).

乙方在甲方设计并建设项目方面提供支持，其中包括在建设联合科学云管平台方面及在软件即服务的应用层服务（云端交易市场）方面提供咨询服务。

- C. We expect a consultancy contract to be signed within 1 year between Party A and B. This contract will define the exact consultancy work that Party B delivers, as well as the conditions of delivery.

甲乙双方期望在一年内形成咨询服务协议，该协议将规定具体的咨询内容及相关的咨询条款。

## 1. Confidential Information

保密资料

Each Party shall maintain the strictest confidentiality in respect of information disclosed to it by the other Party during the course of negotiations regarding the Project. Save for the purpose of continuing such negotiations the receiving Party shall not use, publish, disclose or disseminate the aforementioned information without the prior written consent of the disclosing Party. The receiving Party shall also cause its directors, employees and agents to comply with the terms of this Clause 2 and, if so required by the disclosing Party, shall cause such directors, employees and agents to execute separate confidentiality agreements of which the disclosing Party shall be a beneficiary. Upon the termination of negotiations relating to the Project, the receiving Party shall forthwith return all such information (together with copies) to the disclosing Party, but without prejudice to its duty of confidentiality in respect thereof which shall continue at all times after such termination.

每一方应对另一方于项目谈判期间向其透露的资料负责绝对保密。除为了继续有关谈判的目的外，收取方不得在未经透露方事先做出书面同意下，使用、刊登、透露或散播上述数据。收取方亦应促使其董事、雇员及代理遵守本第2条的条款，及在透露方要求下，应促使有关董事、雇员及代理签署以透露方为受益人的独立保密协议。在有关项目的谈判终止后，收取方应立即将所有该等数据（连同副本）归还透露方，惟须以不损害该方对该等资料保密的义务为原则，而有关保密义务应于有关终止后一直继续。

## 2. Non-Assignability

不可转让

Neither Party shall be entitled to assign or transfer any of its rights or obligations under this Memorandum of Understanding without the prior written consent of the other Party.

任何一方在未经另一方事先做出书面同意下，均无权转让或让与其在本备忘录项下的任何权利或义务。

### 3. Execution of Formal Contract

#### 签署正式合同

The Parties shall use their best endeavors to execute a formal, legally-binding contract (“the Formal Documentation”) according to necessary in respect of the Project which shall reflect, inter alia, the agreed principles stated in Clause 1.

双方应根据需求尽其最大努力就项目签署一份有法律约束力的正式合同（下称“正式文档”）而其应反映（尤其）载于第1条的协定原则。

### 4. Working Group

#### 工作小组

The Parties shall establish a working group to conduct detailed negotiations regarding the Project and the Formal Documentation. Party A shall designate Mr. Min Li (mli@sstir.cn) as its chief representative for the working group; Party B shall designate Mr. Gergely Sipos (gergely.sipos@egi.eu) as its chief representative for the working group.

双方应成立工作小组就项目及正式文档进行详细谈判。甲方指派李敏先生（邮箱为mli@sstir.cn）为其在工作小组的首席代表；乙方指派Gergely Sipos先生（邮箱为gergely.sipos@egi.eu）为其在工作小组的首席代表。

### 5. Contract Expenses

#### 合同支出

Each Party shall bear its own expenses arising out of the negotiation, drafting and execution of this MoU.

各方应自行承担其因本备忘录的谈判、起草及签署所产生的费用。

### 6. Status of the Memorandum of Understanding

#### 本备忘录的地位

This Memorandum of Understanding is a written acknowledgement by the Parties of the principles agreed between them in relation to the Project. The Formal Documentation executed by the Parties shall constitute the whole agreement between the Parties regarding their rights and obligations and shall replace this Memorandum of Understanding and the Parties' previous understandings and agreements. If the Parties are unable to execute the Formal Documentation by the date set out, either Party may terminate the negotiations relating to the Project. This Memorandum of Understanding shall not be legally-binding save for Clauses 2, 4, 5, 6 and 7 in which circumstances the laws and regulations of the People's Republic of China shall apply.

本备忘录是双方就有关项目彼此协议的原则所作的书面确认。双方签署的正式文档构成双方之间有关其权利及义务的全部协议，并将取代本备忘录及双方之前的共识及

协议。如双方不能于所规定的日期前签署正式档，任何一方均可终止有关项目的谈判。除第2、4、5、6及7条外，本协议并无法律约束力，而中华人民共和国的法律及法规应适用于第2、4、5、6及7条。

## 7. Notification

通知

Any notification pursuant to this Memorandum of Understanding shall be given in writing and sent by post or by facsimile to the following addresses:

任何遵照本备忘录所作的通知应以书面做出，并应以邮递方式寄送或以传真方式发送至以下地址：

Party A: Shanghai Technology Development Co., Ltd.  
4th Floor, No.2 Building, 100 Qinzhou Road, Shanghai, 200235,  
P.R.China  
甲方 上海科技发展有限公司  
中国上海市钦州路100号2号楼4层，邮编200235

Party B: Stichting EGI  
Science Park 140, 1098 XG Amsterdam, The Netherlands  
乙方 欧洲网格基础建设基金会  
荷兰阿姆斯特丹市科学公园140号，邮编1098 XG

This Memorandum of Understanding is executed by the Parties on 06 / Sep / 2019 at EGI Foundation, Amsterdam.

本备忘录由双方于2019年09月06日于阿姆斯特丹市欧洲EGI基金会所在地签署。

Party A: Shanghai Technology Development Co., Ltd.  
甲方: 上海科技发展有限公司

Authorized Signatory: \_\_\_\_\_  
Yue ZHU  
CEO of Shanghai Technology Development Co., Ltd.  
授权签字: 朱悦  
上海科技发展有限公司首席执行官

Party B: Stichting EGI  
乙方: 欧洲EGI基金会

Authorized Signatory: \_\_\_\_\_  
Yannick Legré  
Managing Director of Stichting EGI  
授权签字: Yannick Legré  
欧洲EGI基金会常务董事