Contract Registration No.:

**TECHNICAL SERVICE CONTRACT**

Contract Name:

Entrusting Party:

(Party A)

Authorized Party: International Consortium on Geo-disaster Reduction

(Party B)

Signing Location:

Signing Date:

After negotiation between [Party A] and International Consortium on Geo-disaster Reduction [Party B], regarding the “Technical Service Contract”, the following contract is signed for both parties to comply with.

Contracting Parties:

Entrusting Party (hereinafter referred to as Party A):

Address:

Phone: Fax:

Project Manager: Email:

Authorized Party (hereinafter referred to as Party B):

International Consortium on Geo-disaster Reduction

Address: Takenaka Kunitaka, Echizen City, Fukui Prefecture, 324

Phone: Fax:

Project Manager: Bo Li Email: secretariat@icgdr.org.cn

Both Party A and Party B fully agree and understand the terms under this contract.

**Article 1: Considerations**

* 1. In accordance with relevant laws, Party A and Party B agree to use open and equal negotiation for the " ". Party B will handle the international standard project establishment, organize national standard drafting units, review and revise, and submit for approval and official publication.
	2. Both parties have reached consensus on the relevant matters and agree to enter into this contract based on the following terms.

**Article 2: Definitions**

Unless otherwise specified, the relevant terms and expressions in this contract are as defined below:

2.1 "This project" refers to the " ".

2.2 "Contract amount": refers to the amount that Party A will pay to Party B for completing all services under this contract and assuming quality assurance responsibilities.

2.3 "Contract execution period": refers to the time agreed upon by both parties to complete the project tasks.

2.4 "Written form": refers to contract documents, letters, and data messages (including telegrams, telefaxes, faxes, electronic data interchange, and emails), or any other form capable of displaying the contents in tangible form.

2.5 "Breach of contract liability": refers to the responsibility assumed by a party for failing to fulfill the contractual obligations or failing to meet the agreed terms.

2.6 "Claim": refers to requesting economic compensation and/or project extension due to actual losses caused by the other party's responsibility, not the fault of the claiming party.

2.7 "Force Majeure": refers to situations that are unforeseeable, unavoidable, and insurmountable.

**Article 3: Project Schedule and Acceptance Method**

3.1 From the signing of this contract, Party A must fulfill its obligations as stipulated in this contract and complete tasks in accordance with the project schedule regulated in the document *Standard Development and Approval Process*.

**Article 4: Contract amount and Payment Method**

4.1 All expenses related to this project are subject to the financial regulations and guidelines of ICGdR. The charging standard for non-ICGdR member entities is 16,000 EUR, while the charging standard for ICGdR member entities is 14,000 EUR.

4.2 Payment Method: Lump-sum payment.

4.3 Party A shall remit the above amount to Party B’s designated account within two weeks of signing this contract. The bank account details are as follows:

Bank Name: MIZUHO Bank, MATSUE Branch

Bank Adress: 1 Tenjinmachi, Matsue-shi, Shimane 690-0064, Japan

Swift Code: MHCBJPJT

Account Name: International Consortium on Geo-disaster Reduction

Account Number for EUR: 6309109730

Account Number for USD: 6309109722

Account Number for JPY: 6301738356

**Article 5: Responsibilities of Both Parties**

5.1 Responsibilities of Party A

5.1.1 Party A is responsible for paying the contract amount to Party B on time.

5.1.2 Party A shall provide all necessary documents for the project to Party B on time based on the project schedule regulated in the document *Standard Development and Approval Process*.

5.1.3 Party A will assign relevant technical personnel to cooperate with Party B in the research and implementation work.

5.1.4 Party A shall submit the preliminary and revised drafts to Party B on time.

5.2 Responsibilities of Party B

5.2.1 After the contract becomes effective, Party B shall ensure that all tasks stipulated in the contract are completed on time based on the project schedule regulated in the document *Standard Development and Approval Process*.

5.2.2 Party B shall keep confidential any internal materials provided by Party A. Party B agrees not to disclose any information or materials obtained during the performance of this contract to any third party.

**Article 6: Ownership of Results and Intellectual Property**

6.1 The intellectual property rights of the results formed under this contract, specifically the publication rights, authorship rights, modification rights, and the right to protect the integrity of the work, shall belong to Party A, while the publication rights belong to Party B. Other property rights shall be negotiated separately by both parties.

**Article 7: Confidentiality Clause**

7.1 Party B agrees to keep confidential all business information, business materials, and technical data related to the project that are provided by Party A. Without written permission from Party A, Party B shall not copy, disclose, or use this material or data.

**Article 8: Force Majeure**

8.1 If either party is affected by force majeure events such as war, serious floods, fires, typhoons, earthquakes, etc., and this affects the execution of the contract, the period for contract performance will be extended, with the extension corresponding to the time affected by the incident.

8.2 The affected party shall notify the other party of the force majeure event within three working days and submit relevant proof documents for confirmation.

8.3 If the force majeure event lasts more than 10 days, both parties shall resolve the subsequent contract performance issues through friendly consultation.

**Article 9: Breach of Contract Liability**

9.1 Submission Delay: Party A shall submit the preliminary manuscript to Party B within six months of the signing of this contract. Failure to submit by this date will be considered a breach. If Party A delays the submission for less than six months, Party B is able to charge a penalty of 30% of the contract amount. If Party A delays the submission for more than six months, Party B has the right to terminate the contract without assuming any responsibility, and the contract amount is nonrefundable.

9.2 Not Meeting Approval after Two-Iteration Reviews: If the proposed standard is disapproved by over 5 reviewers after the second round of review, Party B has the right to terminate the contract without assuming any responsibility, and the contract amount is nonrefundable.

9.3 Unilateral Termination by Party A: If Party A requests termination before the "Soliciting Opinions" process regulated in the document *Standard Development and Approval Process*, Party B may refund 50% of the contract amount. If Party A requests termination after the "Soliciting Opinions" process, the contract will terminate without refund of the contract amount.

9.4 Conflict of Interests: If Party A provides content or technology that infringes on third-party intellectual property or other legal rights, causing legal disputes or other adverse consequences for Party B, Party A shall compensate Party B for all economic losses (including but not limited to damages, litigation fees, attorney fees, and appraisal fees).

**Article 10: Effectiveness, Changes, and Termination of the Contract**

10.1 This contract becomes effective upon signature by both parties.

10.2 Changes to this contract must be agreed upon by both parties and confirmed in writing.

**Article 11: Dispute Resolution**

11. In the event of a dispute during the performance of this contract, both parties shall resolve the issue through friendly consultation. If consultation fails, any disputes arising from or related to this contract shall be submitted to the Shanghai Arbitration Commission for arbitration in accordance with its rules. The arbitration award shall be final and binding on both parties.

**Article 12: Miscellaneous**

12.1 This contract becomes effective after being signed and sealed by both parties.

12.2 This contract is executed in four copies, with each party holding two copies, all of which are equally valid.

12.3 Any matters not covered in this contract shall be resolved through friendly consultation based on mutual trust and understanding, and a supplementary agreement shall be signed.

(No further content below)

(Signature and Seal Page)

|  |  |
| --- | --- |
| **Party A:**(Seal) | **Party B:** **International Consortium on Geo-disaster Reduction**(Seal) |
| **Address:**  | **Address:** **Takenaka Kunitaka, Echizen City, Fukui Prefecture, 324** |
| **Postal Code:** | **Postal Code:** |
| **Phone:** | **Phone:** |
| **Fax:** | **Fax:** |
| **Legal Representative/Authorized Representative Signature or Seal:** | **Legal Representative/Authorized Representative Signature or Seal:** |
| **Project Manager Signature:** | **Project Manager Signature:** |
|  |  |
| Date: | Date: |