



DAKES INSTITUTE

(Data, Knowledge & Education Service Institute)

Entrust R&D Contract

This Entrust R&D Contract (the "Contract") is entered into on ____ (the "Effective Date") by and between (referred to as the "Parties"):

Party A (the "Client"):

[Full Name or Company Name]

[Address]

Party B (the "DaKES"):

[Full Name or Company Name]

[Address]

Scope of Work

Party A hereby entrusts Party B with the research and development project (the "Project") described in the attached Exhibit A. Party B agrees to undertake the Project in accordance with the terms and conditions set forth in this Contract and Exhibit A.

Project Term

The Project shall commence on the Effective Date and continue until the delivery date, as specified in Exhibit A, unless terminated earlier in accordance

with the terms of this Contract.

Payment

Party A shall pay Party B the service fee of this contract, totaling _____ (capital letters) US dollars (numbers \$ _____), and pay 50% in two installments, with the first payment on the effective date and the second payment on the delivery date.

Intellectual Property Rights

All intellectual property rights arising from the Project shall be shared by Parties. Party A and Party B each hold 50% of all rights, title, and interest in inventions, discoveries, or improvements.

Confidentiality

Both Parties agree to maintain the confidentiality of any proprietary information, trade secrets, or any other confidential information received from the other Party during the performance of this Contract.

Termination

Either Party may terminate this Contract upon written notice to the other Party in case of a material breach by the other Party that remains uncured after thirty (30) days from the date of receipt of written notice of such breach.

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the USA, without regard to its conflict of law principles. English and Chinese are equal effectiveness.

Dispute Resolution

Any dispute arising out of or in connection with this Contract shall be settled through friendly negotiation.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date.

Party A: _____

[Full Name or Company Name]

Party B: _____

[Full Name or Company Name]

Exhibit A: Project Description

委托研发合同

本委托研发合同（以下简称“合同”）由以下双方（统称“双方”）于____年____月____日（以下简称“生效日”）签订：

甲方（以下简称“委托方”）：

乙方（以下简称“大科”）：

[全名或公司名称]

[全名或公司名称]

[地址]

[地址]

工作范围

甲方特此委托乙方承担附件 A 中描述的研究和开发项目（以下简称“项目”）。乙方同意根据本合同及附件 A 中规定的条款和条件承担该项目。

项目期限

项目自生效日开始，持续至附件 A 中规定的交付日，除非根据本合同条款提前终止。

付款

甲方应向乙方支付本合同服务费用合计_____（大写）美元（数字 \$ _____），分两次各 50% 支付，第一次支付于生效日，第二次支付于交付日。

知识产权

项目产生的所有知识产权由双方分享。甲乙双方各持有发明、发现或改进的全部权利、所有权和权益的 50%。

保密

双方同意在履行本合同期间对从对方处获得的专有信息、商业秘密或其他保密信息予以保密。

终止

如果一方存在严重违约行为，且自收到书面通知后三十 (30) 天内仍未采取补救措施，另一方可向该方发出书面通知终止本合同。

适用法律

本合同应受美国法律管辖，并按照其法律予以解释。英文、中文等效。

争议解决

任何因本合同产生或与本合同有关的争议均应通过友好协商解决。

兹明确，各方自生效日签署本合同。

甲方：_____

[全名或公司名称]

乙方：_____

[全名或公司名称]

附件 A：项目描述