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| **CONTRACT № 338/CH-03.02/** |  | **合同 No 338/CH-03.02/** |
| г. Пекин, Китай «\_\_\_\_»\_\_\_\_\_\_\_\_\_ 2020 г. |  | 中国，北京 2020年 \_\_\_月\_\_\_日 |
| **Rosatom East Asia (Beijing) Consulting Co. Ltd.**, incorporated under the laws of People’s Republic of China and located at: 100004, Unit 2015, F 20, China World Trade Center 2, Jianguomenwai Avenue 1, Chaoyang district, Beijing, China, hereinafter referred to as **the Customer**, on the one hand and |  | **一方：俄原子东亚（北京）咨询有限公司，**根据中华人民共和国法律注册成立地址位于：100004中国北京市朝阳区建国门外大街1号（二期）20层2015室，本合同中称**《客户》**， |
| [**Organization name**], incorporated under the laws of [**country of incorporation**] and located at: \_\_\_\_\_\_\_\_, hereinafter referred to as the **Contractor**, on the other hand |  | **另一方：\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_，**根据中华人民共和国法律注册成立，地址位于：中国 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_，本合同中称**《执行方》**， |
| hereinafter jointly referred to as the Parties, have concluded this Contract (hereinafter referred to as the Contract) as follows: |  | 以下共称合同方，已签订本合同（以下简称为合同）如下 |
| 1. **SUBJECT-MATTER** |  | 1. **合同范围** |
| 1.1 The Contractor undertakes to provide the customer with a vehicle and driver services that meet the requirements of the technical assignment (appendix 1 to the Contract) (Toyota Camry cars or similar products) and the Customer undertakes to accept and pay for the Service to be provided under the Contract. |  | * 1. 执行方保证向客户提供符合技术任务要求（本合同附件1）的车辆（Toyota Camry汽车或同类产品）与司机服务。   客户承诺根据本合同接受服务并支付服务费用。 |
| 1.2 The Service scope, terms and conditions are given in the Terms of Reference (Appendix No 1 to the Contract) that shall form an integral part hereof. |  | * 1. 服务清单、提供服务的期限及条款详见技术任务书（本合同附件1），其为本合同不可分割的一部分。 |
| 1.3 The terms of the Service, reporting and accounting documents, as well as the Service metrics as specified in the Terms of Reference (Appendix No 1 to the Contract) shall be deemed the essential conditions of this Contract. |  | * 1. 技术任务书（本合同附件1）中指定的提供服务的期限、提交会计凭证，以及提供服务范围的定量指标是本合同的基本条款。 |
| 1. **RIGHTS AND OBLIGATIONS OF THE PARTIES** |  | 1. **双方的权力和义务** |
| * 1. **The Customer shall**: |  | * 1. **客户应：** |
| * + 1. Pay for the Service provided by the Contractor in the amount, within the terms and according to the procedure specified herein. |  | 2.1.1. 在本合同规定的期限内向执行方支付服务的费用。 |
| * + 1. Provide all information that may be required for the proper Contract performance by the Contractor hereunder. |  | 2.1.2. 提供执行方履行本合同的义务所需的信息。 |
| * 1. **The Contractor shall**: |  | * 1. **执行方应：** |
| 2.2.1. Provide the Service within the scope and terms stipulated in the Contract and Appendixes hereto. |  | 2.2.1. 在本合同及其附件中规定的期限和范围内提供服务。 |
| 2.2.2. Inform the Customer about the Service progress by the Customer's request. |  | 2.2.2. 根据客户的要求，告知本合同下提供服务的进展情况。 |
| 2.2.3. Keep confidential the information provided by the Customer according to Clause 6 hereof. |  | 2.2.3. 根据本合同第6条对客户所提供的信息保密。 |
| 2.2.4. Supervise the condition and technical soundness of the vehicle supplied, routine maintenance and various repairs. | 2.2.4. 对所供车辆的状况及技术完好性、日常维护及各类维修进行监督。 |
| 2.2.5. 2.2.5 Independently supervise the health, work and rest system of the drivers provided. | 2.2.5. 对所提供的司机的健康状况、工作和休息制进行独立监督。 |
| * 1. **The Customer shall have the right:** |  | * 1. **客户权力:** |
| * + 1. Monitor the progress of the Service hereunder without interfering with the business processes of the Contractor; request the Contractor to remedy any of its violations within the timeframe determined by the Customer. |  | * + 1. 在不干扰执行方的业务流程情况下，监督合同提供服务的进度。如果发现因执行方过失造成的违规行为，要求执行方在客户规定的期限内纠正违规行为。 |
| * 1. **The Contractor shall have the right**: |  | * 1. **执行方权力：** |
| * + 1. Obtain any information from the Customer that the Contractor may need for the Contract performance. |  | * + 1. 从客户处获取己方履行合同义务所需的必要信息。 |
| 1. **SERVICE ACCEPTANCE REQUIREMENTS** |  | 1. **合同服务交接验收流程** |
| * 1. The Contractor shall provide to the Customer motor vehicle within 2 (two) calendar days of date of conclusion of the contract on the Vehicle Handover and Acceptance Certificate (Appendix No 5 hereto). |  | 3.1. 在本合同签订后在前2（两）个日历日内，执行方根据《车辆交接验收记录单》（本合同附件5）将车辆移交给客户。 |
| * 1. The reporting period is a quarter. |  | 3.2. 一个季度为一个报告期。 |
| * 1. During the first 5 (five) days of the month following the end of each report period, the Contractor sends the Customer scanned copies of the accounting documents signed by him: Acceptance Certificate (hereinto Act, Appendix No 3 to the Contract) to the e-mail address: reception@rosatom.asia. |  | 3.3. 每个报告期结束后，在次月前5（五）个工作日内，执行方将己方已经签署的会计凭证扫描件发给客户：服务交接证明书（以下简称为验收单，本合同附件3）以电子版形式发送至电子邮箱reception@rosatom.asia。 |
| 3.4. Within five (5) business days of receipt of the accounting vouchers via email, the Customer shall coordinate and confirm via email, or provide the Contractor with reasonable comments and a list of necessary corrections. Within 2 (two) working days from the date of receipt of the Customer's comments, the Contractor, at its own expense, finish the corrections, after which the voucher is resent to the Customer via email for coordination and confirmation. |  | 3.4. 在通过电子邮件收到会计凭证后的5（五）个工作日内，客户应通过电子邮件进行协调确认，或者向执行方提供合理意见以及必要修正清单。在收到客户的意见之日起2（两）个工作日内，执行方自行自费消除意见，此后， 会计凭证再次通过电子邮件重新发给客户，以供协调确认。 |
| 3.5. The original accounting vouchers are signed by the Contractor within 3 (three) working days of the Customer's confirmation via email: Acceptance certificate (in duplicate) is sent to the Customer. |  | 3.5. 在客户通过电子邮件确认后3（三）个工作日内，执行方签署的会计凭证原件：纸质版验收单（一式两份）发给客户。 |
| 3.6. Within 5 (five) working days from receipt of the original acceptance certificate from the Contractor, the Customer shall sign the document or provide reasonable justification for the refusal to sign the document, and attach a list of necessary corrections and a deadline for completion. The corrections are completed by the Contractor at its own expense, after which the handover is again carried out. |  | 3.6. 自收到执行方的验收单原件后5（五）个工作日内，客户应签署文件，或提供合理理由拒绝签署，并附上必要的修正清单及完成期限。修正由执行方自行自费完成，之后再次进行交接验收。 |
| 3.7. The acceptance certificate (Appendix 3), the invoice issued, and the power of attorney shall be in accordance with the standards and business practice adopted by the laws of the People's Republic of China. Information on all elements of the document shall be included so that the services provided and the staff responsible for the transaction can be clearly identified. |  | 3.7. 验收单（附件3），开具的发票，委托书应根据中华人民共和国法律采用的标准及商业惯例拟定，应包含文件的所有要素信息，以便可以清楚地识别所提供的服务以及负责交易的职员。 |
| 3.8 The service handover and acceptance record signed by both parties to the Contract is a confirmation of the correct performance of the obligations under the Contract. |  | 3.8. 合同双方签署的服务交接验收记录单是对本合同项下义务正确履行的确认。 |
| 1. **SERVICE FEE AND SETTLEMENT PROCEDURE** |  | 1. **服务费和结算程序** |
| * 1. The total Service fee under the Contract shall be \_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_) RMB, including VAT 13% for car rental in the amount of \_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_) RMB \_\_\_\_\_\_\_\_(\_\_\_\_\_\_) fen and VAT 6 % for driver services in the amount of \_\_\_\_\_\_(\_\_\_\_\_) RMB \_\_\_\_\_(\_\_\_\_\_) fen. |  | * 1. 本合同规定下服务的总额为\_\_\_\_（\_\_\_\_）元人民币，含车辆租赁增值税13%，金额为\_\_\_\_\_\_\_（\_\_\_\_\_\_），并含司机服务增值税6%，金额为\_\_\_\_\_\_（\_\_\_\_\_）。 |
| * 1. The fee for the Service to be provided by the Contractor includes all taxes, levies and other statutory payments required by the national law of the Contractor’s and Customer’s incorporation; the Service-related expenses. The Contract value includes the acquisition of rights to any intellectual property owned by third parties provided the Contractor needs these rights for the purposes of the Contract. The Service fee also includes the Contractor's fee for transferring the full right to intellectual property to the Customer as such rights arise out of this Contract as well as for transferring tangible media containing the Service deliverables including intellectual property. |  | * 1. 执行方提供服务的费用包括执行方和客户公司在中国法律要求的所有税收、收费和其他法定付款；与合同规定的服务有关的费用。合同价格包括执行方获得第三方拥有的知识产权权利，前提是用于执行本合同。此外，执行方服务的费用还包括执行方将知识产权的全部权利转让给客户的费用，因为这些权利是由本合同产生的，以及转让包含知识产权在内的服务。 |
| * 1. The Service fee calculation is given in Appendix No. 2 hereto.   4.4. The Contractor’s Service fee shall be paid as follows: |  | * 1. 执行方的服务费结算详见本合同附件2。   2. 执行方的服务费用应按如下方式支付： |
| 4.4.1. Prepay 100% of the service fee per reporting period, i.e. \_\_\_\_\_ (\_\_\_\_\_) yuan, including  4.4.1.1. 13% VAT on car rental, i.e. \_\_\_\_\_ (\_\_\_\_\_) yuan.  4.4.1.2. 6% VAT on driver services, i.e., \_\_\_\_\_\_ (\_\_\_\_\_\_) yuan.  4.4.2. Within the first 10 (ten) business days of the reporting period, the Customer shall fulfill the prepayment in accordance with the invoices issued by the Contractor for each reporting period.  4.4.3. The Contractor shall issue a prepayment invoice for the upcoming reporting period within five (5) business days prior to the reporting period.  4.5. Payment may be deferred if the Contractor does not have invoices or accounting documents, or if the invoices or accounting documents are incorrect, or if the Contractor violates the deadline for providing invoices to the customer under the Contract. |  | * + 1. 每个报告期内，预付服务费100%，即\_\_\_\_\_\_ (\_\_\_\_\_\_)元人民币，含：   4.4.1.1.汽车租赁增值税13%，即\_\_\_\_人民币（\_\_\_\_\_）；  4.4.1.2. 司机服务增值税6%，即\_\_\_\_\_\_人民币（\_\_\_\_\_）；  4.4.2.在报告期的前10（十）个工作日内，客户根据执行方开具的发票对每个报告期的预付款进行支付。  4.4.3. 被支付报告期的前5（五）个工作日内执行方开具即将到来的报告期的预付发票。   * 1. 如果执行方没有发票、会计凭证，或者发票、会计凭证不正确，再或者执行方违反了本合同规定的向客户提供发票的期限，则可以延期付款。 |
| 4.6. The date of settlement shall be deemed the date of debiting the Customer's bank account. |  | * 1. 付款日期应视为从客户的银行账户中扣除资金的日期。 |
| 4.7. All Customer’s bank charges expenses shall be the responsibility of the Customer. All fees charged by the Contractor’s bank or correspondent banks expenses shall be the responsibility of the Contractor. Расходы на комиссии банков, взимаемые |  | * 1. 客户银行收取的银行手续费由客户支付。执行方银行及代理银行收取的银行手续费由执行方支付。 |
| 1. **LIABILITY OF THE PARTIES** |  | 1. **双方责任** |
| * 1. The Parties shall be liable for nonperformance or improper performance hereunder in accordance with the Contract and the applicable laws of PRC. |  | * 1. 由于不履行或不适当地履行本合同规定的义务，当事方根据本合同和现行法律承担责任。 |
| * 1. If the Contractor fails to complete the services and/or other obligations of the Contractor under the Contract within the specified time frame, the Customer shall have right to demand the payment of liquidated damages from the Contractor.   - In the event of lateness (failure) to provide the vehicle, at the request of the Customer, the Contractor shall pay liquidated damages in the amount of daily payments for the period of delay. 0.2% of the total amount of the contractual services provided for in Clause 4.1 of this Contract.  - In the event of a delay (failure) to provide a vehicle for more than one (1) hour, at the request of the Customer, the Contractor shall pay liquidated damages which are 0.02% of the total amount of the contractual services set forth in Article 4.1 of this Contract for each day of the delay.  - In the event of a delay (failure) to provide a driver, at the request of the customer, the executing party shall pay liquidated damages in the amount of 0.2% for each month of the period of delay. hour or less to pay 0.2% of the amount of services provided for the reporting period under clause 4.4.1.2 of this Contract.   * 1. If the Contractor violates the deadlines for the provision of report forms (including the deadlines for confirmation by the Customer), the Customer is entitled to demand from the Contractor the payment of liquidated damages, the amount of which is 0.05% of the service fee for the reporting period as set out in clause 4.4.1 of the Contract.   2. If the Contractor fails to perform and/or fails to properly perform its obligations under the Contract (independent of the term breach), the Customer has the right to demand payment of penalties from the Contractor. The amount of the penalty for each event of non-compliance discovered by the Customer shall be 5% of the service fee for the reporting period as set out in Clause 4.4.1 of the Contract.   3. If the Customer fails to meet the settlement deadlines set for the Service that the Contractor has rendered hereunder, provided the Contractor has made a corresponding written request, the Customer shall pay the Contractor a penalty in the amount of 0,03% of the due amount for each calendar day of the delay.   4. As for the part that is not covered by the penalty provisions, either Party may claim full compensation from the other Party for any losses resulting from the other Party’s nonperformance or improper performance.   5. The Party’s having paid any penalties and compensations for its improper performance hereunder shall not release this Party from its obligations in kind. |  | * 1. 如果执行方未能在规定期限内完成服务，以及(或)本合约规定的执行方其他义务，客户有权要求执行方支付违约金。   - 逾期（未）提供车辆时，应客户的要求，执行方应支付违约金，金额为延迟期内每日支付本合同第4.1条规定的合同服务总金额的0.2%。  - 如果延误（未）提供车辆超过1（一）个小时时，应客户的要求，执行方应支付违约金，金额为延误期内每1个小时或不足一个小时时支付本合同第4.4.1.1条规定的报告期服务金额的0.2%。  - 如果延误（未）提供司机时，应客户的要求，执行方应支付违约金，金额为延误期内每1个小时或不足一个小时时支付本合同第4.4.1.2条规定的报告期服务金额的0.2%。   * 1. 如果执行方违反了提供报表的期限（包括客户确认期限），客户有权要求执行方支付违约金。其金额为本合同第4.4.1条规定的报告期服务费用的0.05%。   2. 如果执行方未履行和（或）未妥当履行自己对本合同的义务（与期限违约无关），客户有权要求执行方支付罚金。客户每发现一宗违约事件，其罚金金额为本合同第4.4.1条规定的报告期服务费用的5%。   3. 对于执行方根据本合同提供的服务，如果客户违反其付款期限，在执行方提出相应的书面要求后，客户应向执行方支付违约金，其金额为延迟期内每一个日历日支付未付金额的0.03%。   4. 对于违约金未涵盖的部分，一方有权要求另一方因不履行或履行不当造成的任何损失进行全额赔偿。   5. 合同双方由于在本合同项下因其不当行为而支付的任何违约金和赔偿，不应免除其实际义务。 |
| * 1. Neither Party to the Contract shall have any liability to the other Party for any indirect losses and/or lost profit that may arise out of this Contract or result from any infringement of law (including any violations through negligence).   2. The Contractor is solely responsible for the condition and technical soundness of the vehicle provided, as well as for the health of the drivers and the work & rest system.   In the event of a breach of contract or an offence (including traffic accidents) in connection with this, the repair of the vehicle and any third party claims relating thereto, as well as the life and health of persons, shall be at the sole expense of the Contractor.   * 1. The Contractor must insure the vehicle against vehicle damages or damages resulting from its operation.   2. The liability limit applicable to the Parties hereunder shall not exceed 100 % of the total Service fee under the Contract stated at Clause 4.1. of the Contract. However, in the case of damage to the life and health of persons, there is no limit to the amount of liability. |  | * 1. 合同双方均不对另一方因本合同可能产生的任何间接损失和/或利润损失或任何违法行为承担的任何责任（包括过失犯罪）。   2. 执行方对所提供的车辆的状况及技术完好性，以及司机的健康状况、工作休息制负全责。   如果发生与此相关的违约或违法行为（包括交通事故），车辆维修和与此相关的第三方索赔，以及人员生命健康费用由执行方自行承担。   * 1. 执行方必须为车辆投保，并且未车辆损失或其操作相关的损失投保。   2. 本合同项下各方的最高责任限额不得超过本合同第4.1条规定的服务总价的100％。对人员生命健康造成损害的情况除外，其责任额不受限制。 |
| 1. **CONFIDENTIALITY** |  | 1. **保密** |
| * 1. The Parties will share and use no state secrets or restricted information under the Contract. Notwithstanding the above, the Contractor shall not disclose, transfer to third parties or use for any purposes other than for the Contract purposes any information that it will receive from the Customer (hereinafter referred to as the "confidential information") without the prior written consent of the other Party that is to be obtained in each particular case. |  | 6.1. 根据本合同，双方不得交换和使用本合同下的任何国家机密信息或限制性信息。在任何情况下，执行方承诺在未经另一方事先书面许可的情况下，执行方不得向第三方披露、转让或将其从客户处收到的任何信息（以下简称“保密信息"）。 |
| * 1. The Contractor's liabilities specified in Clause 6.1 hereof shall remain valid for 10 (ten) calendar years after the Contract expiration according to Clause 9.1 hereof or its termination upon mutual written consent of the Contractor and the Customer or through legal proceedings, while the Contractor shall not have a right to use the confidential information related to the Customer or the Customer's business for the benefits of any of its existing or future clients and/or use such information contrary to the Customer’s interests. |  | 6.2. 如果本合同在合同第9.1条中规定的情况下到期，或客户和执行方双方通过书面合同或司法程序解除合同，执行方在本合同第6.1条中规定的义务将在合同到期或终止后的10（十）个日历年内持续有效，执行方无权使用与客户或客户业务相关的机密信息，以获取其现有或未来客户的利益和（或）使用违反客户利益的信息。 |
| * 1. Each Party can be both a Receiving Party and/or Disclosing Party. The Parties shall take relevant measures to protect confidential information during both the Contract validity and after its expiration in order to prevent any access to the confidential information and/or receipt thereof by third parties without the Parties’ authorization. The information that shall be kept confidential under the Contract may be communicated by any Party only to those persons who need such information for the purposes of the Contract. |  | 6.3. 任何一方都可能是接收方或披露方。双方应在合同有效期内和到期后采取相关保密措施。以防止第三方未经双方授权访问和（或）收到机密信息。在本合同中规定的保密信息，任何一方仅可以向为履行本合同而需要此类信息的人员传达。 |
| * 1. The confidentiality requirements given in Clauses 6.1, 6.2, 6.5 hereof are not applicable for the following:   + any information that becomes public through intentional or unintentional actions or omissions of the Disclosing Party;   + any information that is lawfully obtained by the Receiving Party from a third party without any restrictions related to the use thereof;   + any information that is received from public sources with the reference to the same;   + any information that is made public by a third party;   + any information that is subject to disclosure or may be disclosed in accordance with the applicable law. The Receiving Party shall inform the Disclosing Party about each case of confidential information disclosure and about any other events that result in receipt of such confidential information by representatives of public authorities, investigation agencies and legal bodies within one working day after such a disclosure and/or event. |  | 6.4. 本合同第6.1、6.2、6.3条规定的保密要求不适用于以下情况：   * + 披露方有意或无意行为或疏忽而公开的信息;   + 接收方从第三方合法获得的任何信息，不受使用该信息的任何限制；   + 从公共来源收到的参考信息;   + 由任何第三方公开的信息;   根据相关法律需要公布的信息。在一个工作日内，向政府、调查和司法部门的代表提供机密信息这种事件。任何需要披露或可能根据适用法律披露的信息。如果发生此类情况，接收方应在披露后的一个工作日内通知披露方有关机密信息披露的每一案件以及国家当局代表，调查和法律程序收到机密信息的其他事件。 |
| * 1. The Party shall take relevant measures to protect confidential information during both the Contract validity and after its expiration in order to prevent any access to the confidential information and/or receipt thereof by third parties without the Parties’ authorization. The information that shall be kept confidential under the Contract may be communicated by any Party only to those persons who need such information for the purposes of the Contract. |  | 6.5. 在本合同有效期内，以及本合同因任何理由结束后，合同各方都必须采取足够的措施保护机密信息，以防止第三方未经授权访问和/或获得此机密信息。任何一方仅​​可以将本协议中规定的需要保密的信息传达给为履行本协议而需要此类信息的人员。 |
| * 1. The Receiving Party may communicate the Disclosing Party’s confidential information to its employees directly engaged in any activities under the Contract in the scope as they may need it for the Contract performance provided the Receiving Party instructs its employees on the confidential information requirements and liabilities for its disclosure. |  | 6.6. 接收方可将披露方的保密信息传达给直接从事合同范围内任何活动的雇员，因为他们可能需要该信息来履行合同，但接收方应向雇员说明保密信息的要求和对泄露保密信息承担的责任。 |
| * 1. The Receiving Party that permits disclosure of the confidential information or its transfer to third parties thus violating the Contract including unintentional wrong actions or omissions shall bear responsibility in accordance with the applicable laws and compensate the Disclosing Party for any related losses. |  | 6.7. 接收方允许披露保密信息或将保密信息转让给第三方，包括无意的错误行为或疏忽，从而违反合同，应根据相关法律承担责任，并赔偿被披露方任何相关损失。 |
| * 1. For processing any information under the Contract the Receiving Party shall use ISO/IEC 27001:2013 standards. |  | 6.8. 接收方处理机密信息时，必须遵守ISO / IEC 27001：2013标准的要求。 |
| 1. **DISPUTE RESOLUTION** |  | 1. **争议解决** |
| * 1. Any dispute, disagreement or claim arising out of this Agreement or in relation hereto, including the issues relating to its fulfillment, violation, termination or invalidity, are subject to the consideration in **China International Economic and Trade Arbitration Commission (CIETAC)** in complience with its Rules**.** The number of arbitrators shall be one. The language of arbitration proceedings shall be English. The venue of the dispute resolution is Beijing.   The Parties agree to use the below indicated e-mail address for the purposes of written statements, messages and other correspondence concerning disputes:  The Customer:  reception@rosatom.asia;  The Contractor:  \_\_\_\_\_\_\_\_\_\_\_\_  The Parties shall immediately inform each other about any changes of the aforementioned e-mail addresses. |  | * 1. 因本合同或与合同议有关的任何争议、分歧或索赔，包括与本合同的履行、违反、终止或无效等有关的问题，应根据中国国际经济贸易仲裁委员会规定，仲裁人数为1人。仲裁语言-英语。争议解决的地点-北京。   双方同意将下列电子邮件地址用于有关争议的书面陈述、信息和其他通信：  客户：  reception@rosatom.asia;  执行方：  \_\_\_\_\_\_\_\_\_\_  如果上述电子邮件地址发生变更，则该方应立即将这一变更通知另一方。 |
| * 1. Обращение Стороной в суд The Party to the Contract may only go to court provided this Party has sent a written claim to the other Party and received the other Party’s reply to the claim (or in the case the other Party misses the deadlines set for such a reply). |  | * 1. 合同一方只有在向另一方发出书面索赔并收到另一方对索赔的答复（或如果另一方错过了规定的答复期限）后，方可向法院起诉。 |
| * 1. The claimant Party shall send a written claim signed by its authorized person to the other Party by registered mail with the list of enclosures or with return receipt or deliver the claim to the other Party against receipt. |  | * 1. 索赔方应将其授权人签署的书面索赔，通过挂号信、附具清单或回执寄给另一方，或凭收据将索赔提交给另一方。 |
| * 1. The claim is to be submitted with documents supporting the complaints of the claimant Party (unless the other Party has such supporting documents) and also documents confirming the powers of the signatory of the claim (if the claim is made by the sole executive body of the company the powers of this sole executive body are to be confirmed with the extract from the state register of legal entities). The above mentioned supporting and confirming documents are to be presented as copies signed by the Party’s authorized representative and executed under the seal of the claimant Party. Any claim that is submitted without confirmation of the signatory’s powers (or without confirmation of the powers of the person who has certified the copy of the claim) is deemed neither submitted nor acceptable for consideration. |  | * 1. 索赔应提交证明索赔方投诉的文件（除非另一方有此类证明文件）以及确认签署索赔人权力的文件（如果索赔是由公司的唯一执行机构提出的，则该唯一执行机构的权力应由国家法律注册处签发）。上述证明和确认文件应以副本形式提交，副本由一方授权代表签字并经索赔方印章签署。任何未经授权人确认签字授权的情况下提交的任何索赔（或未经确认证明该索赔代理人的权力）均被视为既未提交，不予审议。 |
| * 1. The Party shall consider the claim and give its feedback in writing to the other Party within 30 (thirty) working days upon receipt of the claim. This Party’s feedback is to include supporting documents and confirmation of the powers of the signatory of the feedback which is to be sent by registered mail with the list of enclosures or with return receipt or delivered to the other Party against receipt. |  | * 1. 提出索赔的当事方有义务审查收到的索赔，并在收到索赔之日起30（三十）个工作日内以书面形式通知另一方其审议结果，并附有证明反馈人签字权力的证明文件。对索赔的回复必须通过挂号邮件发送，并附有清单或回执，或者在收到时交给另一方。 |
| * 1. The applicable law shall be the law of PRC. |  | * 1. 适用法律应为中华人民共和国的法律。 |
| 1. **ANTI-CORRUPTION** |  | 1. **反腐败** |
| * 1. The anticorruption clause is given in Appendix 4 to the Contract. |  | 8.1. 本合同附录2规定了反腐败条款。 |
| 1. **CONTRACT VALIDITY PERIOD** |  | 1. **合同有效期** |
| 9.1. The Contract shall come into force upon signature and remain valid 1 (one) year.  The Contract expiration shall not release either the Customer from its obligations to pay for the Service provided by the Contractor during the Contract validity period, or the Contractor from its liabilities resulting from untimely/improper performance under the Contract. |  | * 1. 本合同自签署之日起生效，有效期为1（一）年。   本合同到期并未解除客户在合同有效期内支付执行方提供服务的义务，以及不能免除执行方因不及时/不当履行合同而产生的责任。 |
| 1. **FORCE MAJEURE** |  | 1. **不可抗力** |
| * 1. The Parties shall be relieved from their liabilities for nonperformance both in whole or in part under the Contract, provided such nonperformance is caused by force majeure circumstances. |  | 10.1. 如果不履行情况是由不可抗力情况造成的，则双方应根据合同全部或部分免除对其不履行的责任 |
| * 1. Force majeure shall mean such circumstances that occur after the Contract signing due to unforeseen and unavoidable events beyond the reasonable control of the Parties, including but not limited to fires, floods, earthquakes, other natural disasters and acts of God, public bans, terrorist acts, economic sanctions affecting the Parties’ performance under this Contract. The occurrence of any force-majeure circumstances is to be confirmed by the corresponding authorized bodies. |  | 10.2. 不可抗力是指合同签订后，因各方无法控制的不可预见和不可避免的事件而产生的情况，包括但不限于火灾，洪水，地震，其他自然灾害，当局禁令，恐怖主义行为，经济制裁，影响双方在本合同下履行的经济制裁。这些情况影响履行合同规定的义务，并得到有关授权机构的确认。 |
| * 1. The Party to the Contract that is unable to perform under the Contract due to force majeure circumstances shall inform the other Party in writing about such force majeure circumstances and causes of the same within 5 (five) working days. The occurrence, duration and (or) cessation of force majeure circumstances is to be certified by a competent public authority or the Chamber of Commerce and Industry in the place of the force majeure occurrence. The Party to the Contract that fails to notify the other Party of the occurrence of a force majeure circumstance within the stipulated terms loses its right to further claim force majeure. |  | 10.3. 因不可抗力原因无法履行的合同一方应在5（五）个工作日内以书面形式通知另一方不可抗力情况和原因。不可抗力情况的发生，持续时间和（或）停止，必须通过国家主管部门或商会在不可抗力发生地点签发的证名（凭证）予以确认。未在规定期限内通知另一方发生不可抗力事件的一方，将被剥夺今后提及此类情况的权利。 |
| * 1. If after the cessation of force majeure circumstances, the Parties consider it possible to continue the Contract performance in the same way as it was performed before such force majeure occurrence, the Contract may be prolonged in accordance with the duration of the force majeure circumstances and their consequences. |  | 10.4. 如果在不可抗力事件结束后，双方认为可以按照不可抗力事件发生前的方式继续履行合同，则可根据不可抗力事件的持续时间及其后果延长合同期限。 |
| * 1. If force majeure circumstances last for 3 (three) months, each Party may require termination of the Contract. |  | 10.5. 如果不可抗力情况持续3（三）个月，则任何一方均有权要求终止合同。 |
| 1. **REPRESENTATIONS AND WARRANTIES** |  | 1. **保证事项** |
| * 1. Each Party represents and warrants to the other Party as follows:   the Party has a right to enter into and perform this Contract;  The Party’s conclusion and/or performance of the Contract is not contrary either directly or indirectly to any laws, decrees, orders, and any other regulatory documents, acts of public and local authorities, bylaws of the Party, court decisions;  The Party has obtained all and any permits and approvals as it may need to enter into and/or perform the Contract. |  | * 1. 任意一方应向另一方保证如下：   任意一方有权签订并履行本合同;  任意一方签订和/或履行本合同时不得直接或间接违反任何法律，指令，命令，其他标准法规，国家权力机关和（或）地方自治机关的法令，任意一方的地方标准法规及司法判决；  任意一方应获得其签订和/或履行本合同所需的所有批准、许可及同意。 |
| * 1. The Contractor represents and warrants the following: the Contractor has all and any capacities as may be required for the proper performance of the Contract; the Contractor has the full legal capacity; the Contractor’s company has not been placed in liquidation; no court has initiated a bankruptcy case against the Contractor. The Contractor’s withholding the aforementioned information shall be deemed a material breach of the Contract and the basis for its early termination by the Customer out of court. |  | * 1. 执行方保证：执行方具备足够的物质及技术资源，足以履行合同义务；执行方具有完全的法律能力；执行方未进行清算；法院未对执行方提起破产（无支付能力）诉讼。执行方隐瞒上述信息将被视为严重违反合同以及客户庭外提前终止合同的依据。 |
| * 1. The Party violating the representations and warranties given above in this Section shall fully compensate the other Party for any losses incurred by the latter as a result of such a violation.   2. The conclusion, content and execution of the Contract is not in conflict with applicable law, and restrictions on the customer's liability under the Contract are not in conflict with applicable law, and are legally binding on the Contractor.   3. The Contractor hereby certifies that Contractor is not subject to the control of the persons on the list given in Decree No. 1300 of the Government of the Russian Federation dated November 1, 2018 "On Measures to Implement Decree No. 592 of the President of the Russian Federation dated November 1, 2018" and neither the Contractor nor the person signing this Contract is included in the list of persons subject to special economic measures in accordance with the decrees of the Government of the Russian Federation or the decrees of the President of the Russian Federation or other government decrees.   4. The Contractor shall immediately notify the Customer of this fact if the Contractor, or its single executive body, other persons acting on its behalf, or persons controlling the Contractor, are included in the list of persons subject to special economic measures by decrees of the Government of the Russian Federation or by decrees of the President of the Russian Federation or by governmental decrees.   5. If the Contractor and other persons specified in this Article are included in the list of persons subject to special economic measures by decrees of the President of the Russian Federation or by governmental decrees, it is not an event of force majeure for the Contractor. |  | * 1. 违反本合同上一小节规定的保证条款的一方，因此违约行为给对方造成的损失，由其全额赔偿。   2. 合同的签订、内容及执行与适用法律不抵触，合同中规定的客户责任限制于适用法律不抵触，对执行方具有法律约束力。   3. 执行方兹保证，执行方不受俄罗斯联邦政府2018年11月1日第1300号法令《关于执行俄罗斯联邦总统2018年11月1日第592号法令的措施》所列人员名单中人员的控制，并且无论是其本人，还是签署本合同的人员，均未列入根据俄罗斯联邦政府法令或俄罗斯联邦总统法令或政府法令规定需采取特殊经济措施的人员名单。   4. 如果执行方、或其单人执行机构，代表其行事的其他人员，或控制执行方的人员被列入俄罗斯联邦政府法令或俄罗斯联邦总统法令或政府法令规定需采取特殊经济措施的人员名单，执行方应立即通知客户这一情况。   5. 执行方以及本条款中指定的其他人元被列入俄罗斯联邦总统法令或政府法令规定需采取特殊经济措施的人员名单，对于执行方来说并非不可抗力事件。 |
| 1. **FINAL PROVISIONS** |  | 1. **最后条款** |
| * 1. The Contract is drawn up and signed in duplicate originals that are equally binding, one copy for each Party. |  | * 1. 合同的制定和签署一式两份，具有同等法律效力，双方各执一份。 |
| * 1. The Contract is drawn up in English and in Russian. In case of any discrepancies between the two texts the English version shall prevail. |  | * 1. 合同以俄文和中文制定。 如果两个文本之间存在任何差异，则以俄文版本为准。 |
| * 1. All and any amendments and supplements to the Contract are to be made in writing, signed by the authorized representatives of both Parties anexecuted under their seals. Upon signing all and any amendments and supplements to the Contract shall be considered an integral part hereof. |  | * 1. 本合同的所有及任何修改和补充均应以书面形式作出，并由双方授权代表签字，并在其印章下签字。签署本合同后的所有修订和补充文件，应视为本合同不可分割的一部分。 |
| * 1. Once the Contract is signed, all previous negotiations hereon, correspondence, preliminary agreements, MOUs and any other oral or written arrangements between the Parties related to the Contract shall become null and void. |  | * 1. 本合同一经签署，双方以前就本合同所进行的一切谈判、往来信函、初步合同、谅解备忘录以及与本合同有关的任何其他口头或书面安排均无效。 |
| * 1. For the purposes of this Contract working days shall mean the working days as defined by the law of the PRC whose obligation timeframes are defined in workings days. |  | * 1. 就本合同而言，工作日是指中华人民共和国法律规定的工作日。 |
| * 1. The Parties will communicate by e-mail on the Contract-related issues on a day-by-day basis. The Parties hereby appoint their representatives for the purposes of legal communication in agreeing on the Service issues under the Contract:   For the Customer:  \_\_\_\_\_\_\_\_\_, Senior Administrator \_\_\_\_\_\_\_\_\_@rosatom.asia  С For the Contractor:  \_\_\_\_\_\_\_\_, Supply Manager  \_\_\_\_\_\_\_\_\_\_ @ \_\_\_\_\_\_\_\_ |  | * 1. 双方通过电子邮件进行有关本合同的沟通工作。有关本合同相关法律信息，双方应任命代表：   客户方：  \_\_\_\_\_\_\_\_，高级管理经理  \_\_\_\_\_\_\_\_\_@rosatom.asia  执行方：  \_\_\_，供应经理  \_\_\_\_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_ |
| * 1. Any letters, messages as well as materials and documents related to the Contract and Appendixes hereto shall be made in writing and deemed delivered if posted as a common or registered letter, or sent by fax or e-mail (with reading confirmation) by authorized representatives of the Parties to the e-mail addresses given in Clauses 7.1., 12.6 of the Contract. |  | * 1. 与本合同及附录相关的任何信件，信息以及材料和文件均应以书面形式作出，如果通过邮寄或挂号信形式寄出，或经授权代表通过传真或电子邮件（阅读确认）的方式发送至第7.1条、第12.6条规定的电子邮件地址，则视为已送达。 |
| * 1. The Parties confirm that any documents delivered by fax or e-mail (with reading confirmation) are legally effective, create rights and responsibilities of the Parties, and may be given as evidence to judicial authorities provided they are sent by authorized representatives of the Parties to the e-mail addresses given in Clauses 7.1, 12.6 of the Contract.   12.9 The appendixes to the Contract are an integral part of the Contractor:  Appendix 1: Terms of Reference;  Appendix 2: The service fee calculation;  Appendix 3: Form of Acceptance Certificate;  Appendix 4: Anti-bribery and Corruption Regulations.  Appendix 5: Vehicle Handover and Acceptance Certificate Form. |  | * 1. 双方确认，通过传真或电子邮件（阅读确认）提供的任何文件具有法律效力，可以规定双方的权利和责任，并且可以作为证据提供给司法当局，前提是这些文件由双方的授权代表发送至合同条款7.1，12.6中给出的电子邮件地址。   2. 本合同的附件为其不可分割的一部分：   附件1：技术任务书；  附件2：服务费用计算；  附件3：服务交接证明书格式；  附件4：反贿赂和腐败条例；  附件5：车辆交接验收单表格。 |
| 1. **ADDRESSES AND BANK DETAILS OF THE PARTIES** |  | 1. **双方地址及银行信息** |
| **The Customer:**  **Rosatom East Asia (Beijing) Consulting Co. Ltd)**  Address: 100004, Unit 2015, F 20, China World Trade Center 2, Jianguomenwai Avenue 1, Chaoyang district, Beijing, China  Tel: + 86 10 6505 6876 ext. 802  reception@rosatom.asia  Registration No.: 91110105MA001MKE45  Bank details:  Bank account: 329864663306  SWIFT: BKCHCNBJ110  **The Contractor:**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  Address:  Tel:  e-mail:  Registration No.:  Bank details:  Bank account:  SWIFT: |  | **客户:**  **俄原子东亚(北京)咨询有限公司**  地址: 中国北京市朝阳区建国门外大街1号（二期）20层2015室  电话： + 86 10 6505 6876 ext. 802  电子邮箱：reception@rosatom.asia  登记号码:: 91110105MA001MKE45  银行详细信息:  银行账户 329864663306  银行识别码: BKCHCNBJ110  **执行方:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  地址: 中国 北京市\_\_\_\_\_\_\_\_\_\_\_\_\_  电话  电子邮箱:  登记号码:：  银行详细信息: |
| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位: General director / 总经理  Date/日期: « »\_\_\_\_\_\_\_\_\_2020 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_\_  Position / 职位:  Supply Manager/供应经理  Date/日期: « »\_\_\_\_\_\_\_\_\_ 2020 /  2020年 月 日 |

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| **Appendix № 1**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件1** |

Terms of Reference

for provision of driver accompanied car rental service for

Rosatom East Asia (Beijing) Consulting Co., Ltd

Beijing, 2020

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# SERVICE

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| Provision of a commercial vehicle (Toyota Camry or equivalent) with driver services (Hereinafter referred to as Services) for Rosatom East Asia (Beijing) Consulting Co. Ltd (Hereinafter referred to as the Customer). |

# DESCRIPTION

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| **2.1 Scope** Provide one (1) motor vehicle (Toyota Camry commercial vehicle or equivalent, hereinafter referred to as the car) with driver service for the customer. |
| **2.2 Service Description** |
| 2.2.1 The service of providing a car with a driver for the customer under the following conditions:  -The Contractor shall provide the Customer with the documents proving the handover of the motor vehicle within two (2) calendar days from the date of signing the contract.  -In accordance with the provisions of item 2.2.2 of the Terms of Reference, the Contractor shall provide driver services as specified from the date of delivery of the vehicle to the Customer.  -The Contractor guarantees the Customer’s access to a car 24 hours a day, 7 days a week (including weekends and holidays) and driver services during working hours.  -The Contractor guarantees to provide the Customer with a car replacement service within 2 (two) hours from the customer's request.  2.2.2 In order to achieve the objectives of the Contract and to determine the service cost of the driver, the following system shall be defined.  On weekdays (Monday-Friday): from 9-00 to 18-00, the driver is at the client's disposal (the driver's). (The working time is 9 hours, including 1 hour lunch break).  2.2.3.Vehicle description.  Toyota Camry commercial vehicle or equivalent;  Drive - front or rear or all-wheel drive;  Not less than 4.6 m and not more than 5.0 m in length;  Type of engine - petrol or diesel;  Engine capacity - up to 2.5 liters;  Basic fuel consumption - not exceeding 11 liters per 100 kilometers;  Ecological class - not lower than EURO-5.  Operation time - not more than 3 years.  Supporting Features\*:  Air conditioning;  Heated front seats;  Adjustable front and rear seats;  Multimedia systems;  All doors have electric windows;  Anti-lock braking systems;  Frontal and side airbags;  Adjustable headrests of front seats.  \*The Contractor has the right to provide a higher performance vehicle without increasing the cost of the service.  2.2.4. Requirements for drivers, knowledge of languages, years of service, age.  -No criminal record.  - Possession of a driver's licence to drive the appropriate type of vehicle.  - 3 (three) years of driving experience;  - When providing service, the driver must comply with the Customer's instructions regarding the use of the vehicle in the Terms of Reference and must not violate road traffic rules;  - The driver must take all measures to ensure the safety of passengers;  - The driver must ensure that the vehicle is clean and free from mechanical damage;  - The driver's leave and replacement shall be negotiated with the Customer;  - In the course of providing service, the driver is obliged to provide passengers, upon request, with the following information: route and planned travel time, rules for passenger safety and emergencies, location of fire extinguishers and first aid kits, contact details of the driver and the person in charge of the supplier.  - Mastery of a foreign language is not required. |
| **2.3 Service Scope** |
| Duration of provision of services: 1 (one) year from the date of the Contract is signed.  The Contractor supervises the condition and technical performance, maintenance and various repairs of the vehicle provided. The Contractor provides the Customer with a spare vehicle (Toyota Camry or equivalent) during regular maintenance, routine maintenance or overhaul of the vehicle. .  The Contractor supervises the health, work and rest of the driver and provides a replaced driver for the Customer if necessary.  Vehicle mileage limit - no more than 5,000 km per month. |
| **2.4 Service Place** |
| The Contractor provides the Customer with vehicle and driver rental services for use in Beijing and for business trips within the People's Republic of China. |

# REQUIREMENTS

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| --- |
| **3.1 General Requirements** |
| 3.1.1 The vehicle provided must be registered according to the current laws of the People's Republic of China.  3.1.2 The vehicle provided must be in good technical condition and comply with the requirements of the laws of the People's Republic of China.  3.1.3 The vehicle shall undergo annual technical examinations, inspections, periodic maintenance and routine repairs at the expense of the Contractor at a professional technical service station in accordance with the procedures stipulated by the current laws of the People's Republic of China, and seasonal maintenance by specialized service center.  3.1.4 The glass of the vehicle can be tinted in compliance with the requirements of the laws of the People's Republic of China.  3.1.5. The vehicle owner providing the vehicle shall provide vehicle liability insurance and vehicle insurance.  3.1.6 The vehicle must be equipped with first aid kits, fire extinguishers, emergency stop warning signs, tow ropes, tire hole repair kits, jacks. and other plant support tools.  3.1.7 The Contractor shall ensure that in the event of a traffic accident, a representative is sent to the site of the accident if necessary for accident handling, procedures, and subsequent compensation of damages (including those related to the loss of life, health, and property of passengers), or whether the driver is provided with such rights in the power of attorney.  3.1.8 The Contractor bears all costs associated with the use of the vehicle, including: the cost of technical maintenance, routine maintenance and overhaul of the vehicle, fuel, lubricants, and other materials used, excluding the cost of car washes, fuel, cleaning fluids, parking fees, highway tolls, traffic violation fines. |
| **3.2 Service Quality** |
| 3.2.1. The Contractor must legally use the vehicle with which the service is provided.  3.2.2.When traveling with passengers, the driver shall drive smoothly and shall not suddenly accelerate, brake and overtake.  3.2.3.When traveling with passengers, the vehicle shall travel smoothly and shall not suddenly accelerate, brake or overtake.  - Passengers sitting in the rear shall be able to adjust the seat position, adjust the air conditioner and adjust the air outlet of the rear seat.  3.2.4. The vehicle driven (including the body, interior, trunk) shall be clean without external damage.  3.2.5. The interior of the vehicle shall be kept clean and free of stains, wear, other signs of damage and odors (from tobacco, food, or chemical, irritating smell).  3.2.6. The driver providing the service shall be legally registered.\* |
| **3.3 Confidentiality** |
| The security of the information received shall be guaranteed during the provision of the service. The employment or civil contract with the driver must include a requirement to ensure the confidentiality of any information the driver learns in the course of his or her work. Alternatively, a separate confidentiality agreement may be signed with the driver.  The Contract contains confidential appendixes based on the recommendations of Rosatom and cannot be changed. |
| **3.4** Security Requirements for Provision of Services and for Results of Services Provided |
| 3.4.1 The contractor guarantees strict compliance with the Road Safety Law of the People's Republic of China. |
| **3.5 Employee Training** |
| The Contractor undertakes to conduct a brief briefing (no more than 30 minutes) to familiarize them with the equipment and controls of the leased vehicle, or to provide a Chinese version of the manufacturer's manual. |

# SERVICE RESULT

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| **4.1 Explanation of Final Service Result** |
| 4.1.1 The vehicle is available to the Customer 24 hours a day, 7 days a week (including weekends and holidays) and a driver services are provided in working hours in accordance with the provisions of the Terms of Reference.  4.1.2 The service is provided after the signing of the handover certificate of the service by the Customer. |
| **4.2 Service Acceptance** |
| 4.2.1 Within the first five (5) working days of the month following the end of each reporting period, the Contractor shall send to the Customer a copy of scanned Acceptance certificate signed by it. The Contractor shall also provide a certificate of handover (hereinafter referred to as the certificate, see contract attachment) electronically to the email address if overtime service is provided: reception@rosatom.asia.  4.2.2 The Customer shall coordinate via email within 5 (five) working days of receipt of the summary report by email or submit a reasonable list of comments and required improvements to the Contractor. Within two (2) business days of the date of receipt of the comments, the Contractor shall fund the resolution of the problem and then re-send a summary report to the Customer for approval.  4.2.3 Original summary documents signed by the Contractor: 2 (two) copies of the Acceptance certificate in paper form shall be sent to the Customer within 3 (three) working days from the date of email approval.  4.2.4 Within 5 (five) working days from the date of receipt of the original certificate provided by the Contractor, the Customer shall sign the certificate, or state the reason for refusal and a list of improvements to be made and the deadline. Improvements are made at the expense of the Contractor before acceptance. |

# TECHNICAL TRAINING OF CUSTOMER

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| Not applicable. |  |

1. APPENDIXES

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| Appendix 1: | None |

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| **Appendix № 1**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件1** |

俄原子东亚（北京）咨询有限公司

提供商务车辆及司机租赁服务的

技术任务书

北京， 2020年

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1. **服务名称**

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| --- |
| 为俄原子东亚（北京）咨询有限公司（以下简称为客户）提供商务车辆（丰田凯美瑞商务车或同级车辆）并配备司机服务（以下简称为服务）。 |

1. **服务说明**

|  |
| --- |
| **2.1.服务组成（清单）** |
| 客户提供1（一）辆机动车辆（丰田凯美瑞商务车或同级车辆，以下简称为汽车）并配备司机服务。 |
| **2.2.服务描述** |
| 2.2.1. 在以下条件为客户提供汽车并配备司机的服务  -执行方应在签订合同之日起两（2）个日历日内向客户方提供机动车辆交接证明文件；  -根据此《技术任务书》第2.2.2项规定，执行方从汽车交付给客户之日起按规定提供司机服务；  -执行方保证向客户提供每周7天（包括周末和节假日）每天24及应在工作日的工作时间提供司机服务；  -执行方保证在客户提出要求起的2（两）小时内向客户提供汽车更换服务。  2.2.2.为达成合同目标并确定配备司机的服务成本，应明确以下制度：  在工作日（周一至周五）司机的服务: 从9-00到18-00，司机应由客户支配（司机的工作时间为9小时，含午休1小时）。  2.2.3.车辆描述：  丰田凯美瑞商务汽车或同级车辆；  驱动——前驱或后驱或全驱动；  车长不小于4.6米且不大于5.0米；  发动机类型——汽油或柴油；  发动机排量——不超过2.5升；  基本油耗——每100公里不超过11升；  生态等级——不低于EURO-5；  运行时间——不超过3年。  配套功能\*:  空调；  前座椅加热；  前后座椅角度可调；  多媒体系统；  所有门为电动车窗；  防抱死制动系统；  正面和侧面安全气囊；  前排座椅头枕可调；  \*执行方有权在不增加服务成本的情况下，提供更高性能的车辆。  2.2.4. 对驾驶员的要求，语言知识，工龄，年龄：  -无犯罪记录；  - 持有驾驶相应类型车辆的驾驶执照；  - 3（三）年以上的驾驶工龄；  - 在提供服务时，司机必须遵守客户关于技术任务书中车辆使用的指示，且不违反道路交通规则；  - 驾驶员必须采取一切措施确保乘客的安全；  - 司机必须注意车辆的整洁及车身无机械损伤；  - 司机的休假和更换应与客户协商  - 在提供服务的过程中，司机有义务根据乘客的要求向他们提供以下信息：路线和计划行驶时间，乘客的安全及紧急情况规则，灭火器和急救箱的位置，司机和供应商负责人的联系方式；  -不需要掌握外语。 |
| **2.3.服务范围** |
| 提供服务期限：合同签订之日起1（一）年。  执行方对提供的汽车状态和技术性能、维修及各种修理实行监督。在车辆进行常规保养、日常维护或大修期间，执行方为客户提供备用车辆（丰田凯美瑞或同级车）。  执行方对司机的健康状况、工作及休息实行监督，并在必要时为客户提供替换司机。  车辆行驶里程限制——每月不超过5000公里。 |
| **2.4.服务执行地信息** |
| 执行方为客户提供汽车及司机租赁服务，可在北京市内使用，也可在中华人民共和国境内出差使用。 |

1. **服务要求**

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| **3.1.总体要求** |
| 3.1.1. 提供的汽车必须根据中华人民共和国现行法律进行注册。  3.1.2. 提供的汽车必须处于良好的技术状态，并符合中华人民共和国法律的要求。  3.1.3. 车辆应根据中华人民共和国现行法律规定的程序使用备件在专业技术服务站点进行年度技术检修，定期维护以及日常修理，费用由执行方承担；专业服务中心进行季节性维护。  3.1.4. 车辆玻璃可以进行着色处理，且应符合中华人民共和国法律的要求。  3.1.5. 提供车辆的车辆所有者应提供车辆责任保险和车辆保险。  3.1.6.车辆必须配备急救箱，灭火器，急停警示牌，牵引绳，轮胎破孔维修套件以及千斤顶和其他的工厂配套工具。  3.1.7. 执行方应确保如有必要在发生交通事故时，派出代表前往事故地点参与事故处理，办理手续，及后续损失（包括与乘客生命、健康、财产损失相关）赔偿，或司机在委托书中是否拥有此类权利。  3.1.8. 执行方承担与车辆使用有关的所有费用，包括：技术保养费用，日常保养和大修的费用，燃油、润滑油以及使用的其他运行材料的费用，不包括洗车费用，燃料费用，清洁液费用，停车费，公路通行费，交通违规罚款。 |
| **3,2,服务质量要求** |
| 3.2.1.执行方必须合法使用提供服务的车辆。  3.2.2.载客行驶时，应平稳行驶，不得突然加速、刹车制动。  3.2.3.载旅客行驶时，轿厢的行驶应平稳，不得突然加速，制动，超车。  - 坐在后排的乘客应该能够调整座椅位置，调节空调，能够调节后排座位的出风口。  3.2.4.应在干净（车身，内饰，后备箱）、无外表损坏的车辆中行驶。  3.2.5.车辆内部应保持清洁，无污点，磨损和其他损坏迹象，且无异味（烟草，食物，化学刺激性气味）。  3.2.6.提供服务的司机应为合法注册。 |
| **3.3.保密要求** |
| 在提供服务期间，应保证收到信息的安全性。与司机签订的劳动合同或民事合同必须包括确保司机在工作过程中得知任何信息需保密的要求，或者与司机单独签订保密协议。  合同中含有根据俄罗斯国家原子能集团建议制定的保密附件，不可更改。 |
| **3.4.提供服务的安全性及所提供服务的结果的安全性要求** |
| 执行方保证严格遵守中华人民共和国道路安全法。 |
| **3.5.客户员工培训要求** |
| 执行方承诺进行简要的情况介绍（不超过30分钟），以使他们熟悉所租用的汽车设备和控制装置，或提供中文版制造商的说明书。 |

1. **所提供的服务结果**

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| --- |
| **4.1.所提供的服务最终结果说明** |
| 4.1.1. 客户方可根据本技术任务书的规定，每周7天（包括周末和节假日）每天24小时汽车服务，及应在工作日的工作时间提供司机服务。  4.1.2服务是在客户方签订服务交接证明书后提供。 |
| **4.2.服务验收要求** |
| 4.2.1. 在每个报告期结束后下一个月的前5（五个）工作日内，执行方应向客户方发送由其签字的结算凭证扫描件和交接证明书（以下简称为证明，合同附件）扫描件发送至电子邮箱：reception@rosatom.asia。  4.2.2. 客户须在电子邮件收到总结报告后的5（五）个工作日内，通过电子邮件进行协调，或向执行方提交合理的意见和所需改进的清单。 执行方应在收到客户意见之日起的2（两）个工作日内，出资解决问题，然后将总结报告通过电子邮件再次发送给客户，以供批准。  4.2.3. 执行方签署的总结文件原件：该证明书一式2（两）份应在客户通过电子邮件批准之日起3（三）个工作日内以纸质形式寄给客户。  4.2.4. 在收到执行方提供的证明书原件之日起的5（五）个工作日内，客户承诺对其进行签字，或说明拒签原因及列出需改进清单和期限。改进工作由执行方负责，费用由执行方承担，然后再进行验收。 |

1. **客户员工技术培训的要求**

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| 未提出。 |  |

1. **附录清单**

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| **附录1。**无 |

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| **Appendix No 2**  **to Contract № 338/СН-03.02/\_\_ of «\_\_»\_\_\_\_2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件2** |
| **The service fee calculation** | | |
| 1. For services per reporting period, the Customer, based on an invoice issued within 10 (ten) business days prior to the payment reporting period, pays the Contractor in the form of a 100% advance payment. The Contractor shall issue an advance invoice for the upcoming reporting period no later than five (5) business days prior to the payment reporting period. | | |

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| № п/п | **Service** | **Fee,****VAT exclusive,**  CNY | **Fee,****VAT inclusive,**  CNY |
| **Accounting period, quarter (three months)** | |  | |
| 1 | Car rental services 24 hours 7 days a week. |  |  |
| 2 | The provision of driver services (incl. salary, deductions for social insurance, meals etc.) for the accounting period on weekdays (Monday to Friday): from 9-00 to 18-00 (the driver’s working day is 9 hours, including 1 hour for lunch). |  |  |
| Total for the accounting period | |  |  |
| **TOTAL for the entire period (one year) of the Service under the Contract** | |  |  |

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| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 |

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| **Appendix № 2**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件2** |
| **服务费用计算** | | |
| 1. 每个报告期的服务费，客户根据付款报告期前10（十）个工作日内开具的发票，以100%预付款的形式支付给执行方。执行方应在付款报告期的前5（五）个工作日内开具即将来临的报告期的预付发票。 | | |

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| 序号 | 服务名称 | 金额，不含增值税，人民币 | 金额，含增值税，人民币 |
| **报告期，季度（三个月）** | |  | |
| 1 | 提供汽车，一星期7天，24小时 |  |  |
| 2 | 报告期内的司机服务（包括工资、社会保险金、伙食费等等）：  工作日（星期一至星期五）：9:00——18:00（司机的工作时长为9个小时，其中一个小时午休时间） |  |  |
| 报告期合计： | |  |  |
| **本合同整个服务期（一年）总计：** | |  |  |

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| --- | --- | --- |
| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 |

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| **Appendix № 3**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件3** |

|  |  |  |  |  |  |  |
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| **Acceptance Certificate Form**  **服务交接证明书格式** | | | | | | |
| **ACCEPTANCE CERTIFICATE №\_\_**  for the Accounting period \_\_  from \_\_\_\_\_\_\_\_20\_\_ to\_\_\_\_\_\_\_20\_\_  of date\_\_\_\_\_\_\_\_\_\_\_\_2020  to Contract № 338/СН-03.02/\_\_\_  of date « » \_\_\_\_\_\_\_\_2020  Beijing « »\_\_\_\_\_\_\_\_\_2020 | | |  | | **服务交接证明书№\_\_\_**  从2020年 月 日至2020年 月 日结算期  据合同2020年 月 日 № 338/СН-03.02/\_\_  北京 年 月 日 | |
| **Rosatom East Asia (Beijing) Consulting Co. Ltd.**, hereinafter referred to as the **Customer**, on the one hand, and [**Organization name**], hereinafter referred to as the **Contractor**, on the other hand, hereinafter jointly referred to as the Parties, have drawn up this Acceptance Certificate for the services provided under Contract No 338/СH-03.02/\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_2020 (hereinafter referred to as the Contract) as follows: | | |  | | **一方：俄原子东亚（北京）咨询有限公司，**本合同中称**《客户》**;**另一方： ，**\_\_\_\_\_\_\_\_\_，本合同中称**《执行方》**,以下统称《双方》，已进一步草拟了此服务交接证明书据合同2020年 月 日 № 338/СН-03.02/\_\_\_ （以下称为《双方》），如下： | |
| The Contractor has provided and the Customer has accepted the services provided and delivered under the Contract: | | |  | | 执行方按照合同条款提供服务，客户方接受服务，如下： | |
| **Service/服务名称** | | | | | | **Total amount, incl. VAT /总共**  **服务费(含增值税）** | |
| **RMB人民币** | |
| Car rental services /租赁车费 | | | | | |  | |
| The provision of driver services (incl. salary, deductions for social insurance, meals etc.) for the accounting period on weekdays /司机结算期的费用（含工资，社保，餐补等） | | | | | |  | |
| **Amount payable under this act, incl. VAT/ 据交接证明书共计（含增值税）** | | | | | |  |
| The cost of the services provided by the Contractor according to this Acceptance Certificate is \_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_)RMB, VAT inclusive [**rate**] in the amount of \_\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_) RMB.  It should be transferred to pay for the services rendered\_\_\_\_\_\_\_ ( ) RMB, including VAT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_) RMB. Invoice No\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_2020.  The services have been provided in full and on a timely manner. The Parties have no claims against each other at the time of signing.  The Acceptance Certificate is drawn up in two copies having equal legal force, one for the Contractor and one for the Customer. | | |  | | 根据本证明文件执行方提供服务的费用为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_\_\_）[货币]，含增值税[税率]为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_）[货币]。 在报告期内，客户方预付执行方所提供服务的费用金额为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_\_\_）[货币]，包括增值税[税率]为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_）[货币]。  提供服务费用的转账金额应为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_\_\_）[货币]，包括增值税[税率]为\_\_\_\_\_\_\_\_\_（\_\_\_\_\_\_\_）[货币]，付费账单号№ 。  在签署该文件证明时，双方之间没有相互索赔。  此证明文件一式两份，客户方和执行方各执一份，具有同等法律效力。 | |
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| **SIGNATURES OF THE PARTIES** |  | | **双方签字** | | | |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 | | | |
| **The form of the Acceptance Certificate has been approved /服务交接证明书格式已被批准** | | | | | | |
| **SIGNATURES OF THE PARTIES** |  | | **双方签字** | | | |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 | | | |

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| **Appendix № 4**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件4** |
| **ANTI-BRIBERY AND ANTI-CORRUPTION CLAUSES** |  | **反贿和反腐败条款** |
| 1. Obligations, representations and warranties: in performing the Contract the Parties comply and will further comply with all and any applicable laws and regulatory documents including any anti-bribery and anti-corruption laws. |  | 1. 义务，保证和担保：在履行合同时，双方遵守所有和任何适用的法律和监管文件，包括任何反贿赂和反腐败法律。 |
| 1. The Parties and any of their officials, employees, shareholders, representatives, agents, or any persons acting for or on behalf or by request of any of the Parties under the Contract (hereinafter the Related Parties) shall not, both directly or indirectly, offer, hand over, provide, or agree to offer, hand over or provide (independently or in agreement with other persons) any payment, gift or other privilege for the purposes of needed implementation of any of the provisions of the Contract within the framework of their business relations in the entrepreneurial area or within the framework of their business relations with the government sector, if the said actions violate any of the anti-bribery or anti-corruption laws or regulatory documents applicable to the Parties (e.g. the UK Bribery Act), which means that a payment, gift or privilege is offered, handed over or provided (i) with the view of influencing or encouraging a person (or influences or encourages such a person) so that this person violates good faith, fairness or trustworthiness requirements; while acceptance of such a payment, gift or privilege would be considered improper conduct (ii) for or to the benefit of a government official with the objective of influencing this official and obtaining or keeping benefits in the course of business, or (iii) which any other reasonably acting person would consider unethical, illegal or improper (hereinafter the Corrupt Practices). |  | 1. 双方及其任何官员、雇员、股东、代表、代理人，根据本合同或根据本合同任何一方（以下简称“关联方”）的要求或代表任何一方行事的任何人员，不得直接或间接为了在框架内实施合同的任何条款，不得直接或间接地提供、移交、提供或同意提供、移交或提供（独立或在与其他人达成协议）任何付款，礼品或其他特权。如果上述行为违反任何适用于双方的反贿赂或反腐败法律或监管文件（例如英国“反贿赂法”），这意味着提供、转交货提供这类的付款，礼物或特权，（i）以影响或鼓励某人（或影响或鼓励这样的人），以便该人违反诚信，公平或可信赖的要求;接受此类付款，礼品或特权将被视为不当行为；（ii）为了政府官员或为了政府官员的利益，目的是影响该官员并在业务过程中获得或保持利益；或（iii）合理人将会被视为不道德，非法或不当（以下简称“腐败行为”）。 |
| 1. For the purposes of the Contract a government official includes any government or municipal officials according to the Parties’ national laws, and also any official of a government or municipal legislative, executive or judicial body, or any person acting on behalf of such an official, including any person employed by (or acting on behalf of) any government or (and) municipal body, by any government and (or) municipal organization, by any government-owned or municipality-owned organization, by any international intergovernmental organization, by any federal and (or) regional government and/or municipal body or the Customer, by any political party, any candidate to a political post or a relative of any such persons or any other person related to those abovementioned. |  | 1. 就合同而言，政府官员包括根据缔约方国家法律的任何政府或市政官员，以及政府或市政立法，行政或司法机构的任何官员，或代表该官员行事的任何人， 包括由任何政府或（和）市政机构，任何政府和（或）市政组织，任何政府所有或市政组织，任何国际政府间组织，任何人雇用（或代表）任何政府或（和）市政机构的任何人。 联邦和（或）地区政府和/或市政机构或客户，任何政党，政治职位的任何候选人或任何此类人员的亲属或与上述人员相关的其他人。 |
| 1. Neither the Customer nor any of its Related Parties nor their families are (i) government officials, (ii) Related Parties of the Customer or of any of its prospective clients, or (iii) persons that could encourage corruption or any other illegal actions in the interest of any of the Parties unless the Contractor’s disclosures to the Customer in writing (before the Contract date or during its validity). |  | 1. 除非执行方以书面形式向客户披露信息（在本协议订立前或在其有效期内），否则执行方或其任何关联人或其家人均不是（i）公务人员；（ii）客户的关联方或客户的潜在客户；（iii）或为了任何一方的利益，有可能以其他方式影响进行腐败或非法行为的人。 |
| 1. The Parties have adopted corresponding anti-bribery and anti-corruption policies and procedures. If the Contractor has no such documents, the Contractor is obliged to read the corresponding documents published on <http://www.rosatominternational.com>. |  | 1. 双方已采取相应的反贿赂和反腐败政策和程序。如果执行方没有此类文件，执行方有义务阅读 http://www.rosatominternational.com上发布的相应文件。 |
| 1. The Contractor and its Related Parties will undergo such anti-corruption training (at the Customer’s expense) which the Customer might consider appropriate. |  | 1. 执行方及其相关方将接受客户认为适当的反腐败培训（费用由客户承担）。 |
| 1. Accounting statements and audit. Throughout the term of the Contract and 2 (two) years after its termination the Contractor shall (i) properly and accurately record all and any transactions or services in any way related to the Contract or the Service (hereinafter the Transaction Records) in accounting statements (in hard copies or in any other form); (ii) provide copies of the Transaction Records and (or) any other information (including without limitation annual financial statements of the Contractor) which the Customer might reasonably request by written notification for the purposes of supervising the Contractor’s performance under the Contract; and (iii) keep all accounting statements, including the Transaction Records, for seven years after the corresponding. |  | 1. 会计报表和审计。在整个合同期限内以及合同终止后2（两）年内，执行方应（i）在财务报表中（书面或其他形式）正确、准确地记录与合同或执行方根据本合同或服务有关的所有交易（以下简称“交易记录”） ；（ii）提供交易记录的副本和（或）客户为监督执行方履行合同而以书面通知的形式合理要求的任何其他信息（包括但不限于执行方的年度财务报表）；（iii）相应的会计报表（包括交易记录）保留七年。 |
| 1. Throughout the term of the Contract and 2 (two) years after its termination, the Contractor shall provide the accountant or auditor appointed by the Customer by written request of the latter, with access to accounting statements including Transaction Records to audit the Contractor’s compliance with this Clause. The Contractor will render all and any necessary assistance, including the access to premises, documents (in hard copies or in any other form) and persons, which might be reasonably required by the accountant and (or) auditor appointed by the Customer for the audit. |  | 1. 在合同期限内和合同终止后的两（2）年内，执行方应根据客户的书面请求提供客户指定的会计师或审计师，并可获取包括交易记录在内的会计报表，以审核执行方是否遵守该合同。执行方将提供所有和任何必要的协助，包括访问场所，文件（硬拷贝或任何其他形式）以及客户为审核目的而指定的会计师和/或审核员合理要求的人员。 |
| 1. Termination: if any of the provisions of this Section of the Contract is violated, the Customer shall have the right to immediately terminate the Contract by a written notification to be sent to the Contractor’s address. |  | 1. 终止：如果违反本合同本节的任何规定，客户有权通过向以下机构发送书面通知立即终止本协议 |
| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager / 供应经理 |

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| **Appendix № 5**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件5** |
| **Vehicle Handover and Acceptance Certificate Form** | | | |
| **Vehicle Handover and Acceptance Certificate** | | | |
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| Beijing | | « » \_\_\_\_\_\_\_\_\_\_\_\_\_ 2020 | |
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| Rosatom East Asia (Beijing) Consulting Co. Ltd., incorporated under the laws of People’s Republic of China and located at: 100004, Unit 2015, F 20, China World Trade Center 2, Jianguomenwai Avenue 1, Chaoyang district, Beijing, China, and represented by Dmitry Strelnikov, General Manager, hereinafter referred to as the Customer, on the one hand and [Organization name], incorporated under the laws of People’s Republic of China, located at:\_\_\_\_\_\_\_\_Beijing, China, represented by\_\_\_\_\_\_, hereinafter referred to as the Contractor, on the other hand, collectively referred to as the two parties, have signed the following acceptance certificate (hereinafter referred to as the Acceptance Certificate): | | | |
| 1. The Contractor provides the vehicle to the customer and the customer receives the vehicle, which must have the performance specified in the vehicle ID (\_\_\_ series № \_\_\_\_\_). \_\_\_).  Name, brand, model: light vehicle toyota \_\_\_\_\_\_ 1.6 liters.  Registration mark: \_\_\_\_\_\_\_\_\_\_\_.  Vehicle identification number (VIN): \_\_\_\_\_\_\_\_\_\_\_\_  Year of production: 20\_\_  Color: \_\_\_\_\_  Engine capacity: \_\_\_\_\_\_ cubic centimeters  Matching: | | | |
| 2. The vehicle is handed over with the following Appendix 1:  - automotive safety systems with two-way communication and automatic start.  - automotive recorder. | | | |
| 3. The customer inspects the handed over vehicle and accessories.  The vehicle and its accessories shall be handed over in technically sound condition, fit for the purposes of Contract No. 338/СН-03.02 of \_\_\_\_\_\_, 2020. No defects have been found that would prevent the use of the vehicle and accessories under the contract.  The vehicle and its accessories are in the following external and passenger compartment conditions, with no visible damage. | | | |
| Изображение выглядит как текст, рисунок  Автоматически созданное описание | | | |
| 1 - Scratches; 2 - Pits; 3 - Peeling paint; 4 - Damage; 5 - Burns; 6 - Spots. | | | |
| 4. Transmit the following documents to the Customer.  - Vehicle registration certificate;  - Copy of the vehicle's ID;  - Repair card;  - CTP insurance policy (mandatory automotive third party liability insurance). | | | |
| 5. The vehicle shall be maintained in a clean condition upon handover.  Total mileage \_\_\_\_\_\_\_\_\_ (thousand) kilometers.  Fuel in tank: 95# gasoline, quantity \_\_\_ liters. | | | |
| 6. The acceptance certificate shall be executed in duplicate and effective from the date of signature by both parties, one copy for each party, each having the same legal effect. | | | |

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| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 |
| **The form of the Vehicle Handover and Acceptance Certificate has been approved/**  **车辆交换验收单表格已被批准** | | | |
| **SIGNATURES OF THE PARTIES** |  | **双方签字** |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 |

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| **Appendix № 5**  **to Contract № 338/СН-03.02/\_\_ of**  **«\_\_\_» \_\_\_\_\_\_\_\_\_\_ 2020** |  | | **2020年 月 日第338/СН-03.02/\_\_\_号**  **合同附件5** |
| **车辆交换验收单表格** | | | |
| **车辆交接验收单** | | | |
|  | | | |
| 北京市 | | 2020年 月 日. | |
|  | |  | |
| **一方：俄原子东亚（北京）咨询有限公司，**根据中华人民共和国法律注册成立地址位于：中国北京市朝阳区建国门外大街1号（二期）20层2015室，以总经理斯特列利尼科夫•德米特里为代表，本合同中称**《客户》**;**另一方：** ，依据中华人民共和国法律成立，地址：中国北京\_\_\_\_\_\_\_\_\_区，以\_\_\_\_\_\_\_\_\_\_为代表，本合同中称**《执行方》**,以下统称《双方》，双方签订本验收单（以下简称为验收单），内容如下：  1. 执行方向客户提供车辆，而客户接收车辆，车辆需具备车辆护照（\_\_\_\_\_ 系列№ \_\_\_）中的性能。  名称，品牌，型号：轻型汽车TOYOTA \_\_\_\_\_\_1.6升。  注册标志：\_\_\_\_\_\_\_\_\_\_  识别号 (VIN): \_\_\_\_\_\_\_\_\_\_\_\_  生产年份: 20\_\_  颜色： \_\_\_\_\_  发电机排量： \_\_\_\_\_\_立方厘米  配套：  2. 车辆连同以下附件一同移交：  ——具有双向通讯和自动启动功能的汽车安全系统；  ——汽车收录机。  3. 客户查验所移交的车辆及附件。  车辆及附件移交时应处于技术上完好无损状态，适于2020年\_\_\_月\_\_\_**日第**338/СН-03.02/号合同规定的使用。根据本合同，未发现妨碍该车辆及附件使用的缺陷。  车辆及附件具有如下外部条件及乘客舱条件，无明显损坏。 | | | |

Изображение выглядит как текст, рисунок

Автоматически созданное описание

1 - 划痕；2 - 凹坑；3 - 油漆剥落；4 - 损坏；5 - 烧坏；6 - 斑点。

4. 向客户转交以下文件：

- 车辆登记证；

- 车辆护照复印件；

- 检修卡；

- CTP保险单（强制性汽车第三方责任险）。

5. 车辆移交时应保持清洁状态。

总里程\_\_\_\_\_\_\_\_（千）公里。

油箱中的油：95#汽油，数量\_\_ 升。

6. 验收单自双方签署之日起生效，一式两份，每份具有相同的法律效力，双方各执一份。

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| **SIGNATURES OF THE PARTIES** | |  | **双方签字** | |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 | |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 | |
| **The form of the Vehicle Handover and Acceptance Certificate has been approved/**  **车辆交换验收单表格已被批准** | | |
| **SIGNATURES OF THE PARTIES** | |  | **双方签字** | |
| **For the Customer / 客户方**  Name / 名字: Dmitry Strelnikov  /斯特列利尼科夫•德米特里  Position / 职位:  General director / 总经理 | |  | **For the Contractor / 执行方**  Name / 名字: \_\_\_/ \_\_\_  Position / 职位:  Supply Manager /供应经理 | |