**OPEN SOURCE PROMOTION PLAN**

**COMMUNITY COOPERATION AGREEMENT**

This Cooperation Agreement (the “Agreement”) is made among the following parties:

**The Cooperative (Party A):**

**The Accepted (Party B): Institute of Software Chinese Academy of Sciences**

In order to support the Open Source Promotion Plan, a summer program organized and long-term supported by Open Source Software Supply Chain Promotion Plan and jointly organized by the Institute of Software Chinese Academy of Sciences and openEuler community, both parties have reached the following agreement on the cooperative relationship with Open Source Promotion Plan in accordance with the Civil Code of the People's Republic of China.

**Terms**

1. Program Name: Open Source Promotion Plan of Open Source Software Supply Chain Promotion Plan

2. The Cooperative (Party A) agrees to support designated projects as Community-Supported Projects and the cooperative funding will be used as students’ and mentors’ bonuses for designated Community-Supported Projects, specific project names and content are listed in the table below.

3. The agreement shall be for the period from the signing date to December 31st 2023.

**Cooperative Fund**

1. The Cooperative (Party A) agrees to pay the Accepted (Party B) RMB \_\_\_\_\_\_\_\_\_\_Yuan, or pay the Accepted (Party B) USD\_\_\_\_\_\_\_\_\_ for \_\_\_\_\_\_\_ projects, as cooperative funding for student’s and mentor’s bonus of corresponding completion projects and project taxes.

2. Each project’s cooperative funds include the student’s and mentor’s bonuses. The amount of student’s bonus is divided into Advanced level 12000 RMB and Basic level 8000 RMB according to the difficulty of the project (Note: the amount of bonus is RMB before tax); The amount of the mentor’s bonus is 3000RMB (Note: the amount of bonus is RMB before tax). The Cooperative needs to indicate the difficulty level of each project and the corresponding amount in the following Project List.

3. The Cooperative Funds will be paid to the students and mentors participating in designated projects after their project is completed and passed the assessment of the organizing committee(Institute of Software Chinese Academy of Sciences), and the audit criteria and form shall be decided to the organizing committee's regulations. If the designated project is not completed or does not pass the review, the cooperative shall not be required to pay the cooperative funds for this project. The actual amount of payment shall be based on the "List of Completion Projects" provided by the organizing committee.

4. The Cooperative Funds are earmarked for the purpose of paying students’ and mentors’ bonuses for the designated completion project and project taxes.

**The specific information about supported projects are shown in the following Project List:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Project Name | Difficulty of Project | Project Description | Amount in  RMB |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| … |  |  |  |  |
|  | Taxes（6%） | | |  |
| **Total** | | RMB： Yuan | | |
| The cooperative fund of each project includes the student’s bonus and the mentor’s bonus. The amount of the student’s bonus is divided into Basic level RMB 8,000 before tax and Advanced level RMB 12,000 before tax according to the difficulty of the project; The amount of the mentor’s bonus is 3000 RMB before tax. Taxes are 6% of the total amount of all projects planned to be supported; The actual amount of cooperative funding is based on the "List of Completion Projects" provided by the organizing committee. | | | | |

**Payment Method**

1. The Organizing Committee shall provide the "List of Completion Projects" within 10 working days after the announcement of the final term review. The Cooperative (Party A) shall pay the Accepted (Party B) the full amount of cooperative funds for the completed projects in the Project List.

2. The Accepted (Party B) shall issue a VAT invoice (technical service fees) to the Cooperative (Party A) for the full amount of the cooperative fund within 20 working days after receiving the fund. If payment is not made within the time limit specified in the agreement, 5‰ of the fee will be collected one day overdue, and it will be accumulated to the day of remittance as a late payment loss fee.

3. The Cooperative (Party A) shall provide accurate invoicing information in time, or the Cooperative (Party A) shall bear any loss caused by incorrect information or omission.

4. Payment method: Transfer

**Party A’s Billing Information:**

Name of beneficiary:

Address of beneficiary:

Account number of beneficiary:

Swift code：

Bank name &Address of beneficiary:

Resident country/region of beneficiary:

**Party B’s Collection information:**

Name of beneficiary: INSTITUTE OF SOFTWARE CHINESE ACADEMY OF SCIENCES

Address of beneficiary: INSTITUTE OF SOFTWARE CHINESE ACADEMY OF SCIENCES 4# SOUTH FOURTH STREET.ZHONG GUAN CUN. BEIJING 100190,P.R.CHINA

Account number of beneficiary: 0200004509088122880

Swift code：ICBKCNBJBJM

Bank name &Address of beneficiary: INDUSTRIAL AND COMMERCIAL BANK OF CHINA

Resident country/region of beneficiary: CHINA

**Cancellation and Termination**

1. Both parties shall ensure that the program is held as scheduled. Both parties shall not be liable for compensation for failure or delay caused by force majeure, and shall change or terminate this agreement according to the circumstances. Force majeure includes, but is not limited to, natural disasters and social events such as earthquakes, typhoons, floods, wars, plagues, and violent social disturbances.

2. Any clause in this Agreement shall not be unilaterally interpretated as invalid by one party, its offices or its staff. Any change or waiver of any clause of this Agreement must be submitted in writing by one party before the Accepted Students Announced, which means June 26th , 2023. Any changes or waiver of relevant clauses will not affect the performance of other clauses.

3. This Agreement can be terminated after mutual negotiation and agreement reached by both parties.

**Dispute Resolution**

1. Disputes arising under this agreement shall be settled by both parties through negotiation, and if negotiation fails, it shall be prosecuted in accordance with the law in the people's court with jurisdiction in the place where the Accepted (Party B) is located, and the costs of litigation and related rights maintenance shall be borne by the defaulting party.

**By-Laws**

1. Matters not covered in this agreement shall be settled through friendly negotiation between the two parties or a supplementary agreement shall be signed through friendly negotiation. This agreement will take effect after being signed and sealed by both the Cooperative (Party A) and the Accepted (Party B). This agreement is made in four copies, the Cooperative (Party A) shall keep one copy and the Accepted (Party B) shall keep three copies, which have the same legal effect.

2. In the event of any discrepancy between the Chinese version of this Agreement and a translated version, the Chinese version will govern.

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| --- | --- |
| The Cooperative (Party A):  Address:  Contact Person:  Title:  Signature or Seal:  Email:  Date: | The Accepted (Party B): Institute of Software Chinese Academy of Sciences  Address: 4# South fourth street, Zhong Guan Cun, Beijing, China.  Contact Person:  Title:  Signature or Seal:  Email:  Date: |