

**STANDARD TERMS AND CONDITIONS****标准条款和条件****PURCHASE OF SERVICES****服务采购****1. INTERPRETATION 释义**

The definitions and rules of interpretation set out in Schedule 1 (Interpretation) apply to the Contract

本文的定义和解释规则详见附件 1。

**2. APPLICABILITY 适用性**

These ST&C will apply to the exclusion of any other terms and conditions of business contained or referenced in any document issued by the Supplier to the Buyer (including any: acknowledgement or other form of acceptance; quotation; delivery note; standard form; or proposal) or implied by trade custom, practice or any course of dealings between the Parties, unless such terms and conditions are expressly stated in the Order to apply.

本标准条款和条件将取代**供应商**和**买方**之前以书面形式提出的所有商业条款和条件（包括确认书或其他形式的承诺、报价单、提货单、标准表格、或标书）中包含或引用的、或者双方之间交易习惯、惯例或交易过程所暗示的其他商业条款和条件，除非该条款和条件在订单中明确规定。

**3. DELIVERY OF SERVICES 提供服务****3.1 The Services will be provided to the Buyer and its Affiliates:**

服务将按以下日期提供给买方及其关联方：

- (a) from the start date (the **“Service Start Date”**) specified in the Order or, if no start date is specified in the Order, from the date last notified by the Buyer to the Supplier before the Order was agreed, or if no such date was notified to the Supplier, with immediate effect.

自订单中规定的开始日期（**“服务开始日期”**）开始。如果订单中没有规定开始日期，则自在订单达成合意之前买方最后通知供应商的日期开始，如果没有将该日期通知供应商，则立即生效。

- (b) until the service completion date specified in the Order or, where no service completion date is specified in the Order, from the date last notified by the Buyer to the Supplier before the Order was agreed, or, if no such date was notified to the Supplier:

直到订单中规定的服务完成日期结束。如果订单中没有规定服务完成日期，则从在订单达成合意之前买方最后通知供应商的日期结束，如果没有将该日期通知供应商，则：

- (i) for services relating to the completion of a particular project or task: until the Services have been completed in accordance with the Contract

对于特定项目或任务的服务：直到根据合同完成服务为止；

- (ii) for ongoing services that do not relate to the completion of a particular project or task: 12 months from the Service Start Date.

对于非特定项目或任务的持续服务：直到服务开始日后 12 个月。

- (c) in accordance with:

服务依据为：

- (i) the specification or description of the Service as agreed by the Parties in writing or as set out, or referenced, in the Order; and

双方书面约定或者订单中列明或引用的技术参数或服务说明；以及

- (ii) any timescales for the provision of the Services specified in the Order or, if no timescales are specified in the Order, any reasonable timescales notified by the Buyer to the Supplier from time to time.  
 订单中规定的任何服务交付时间表，如果订单中没有规定时间表，则是买方不时通知供应商的合理时间表。
- (iii) any standards of service (such as enquiry response times) set out, or referenced in, the Order.  
 订单中列明或引用的服务标准（例如问询响应时间）。

### 3.2 The Supplier warrants that:

供应商保证:

- (a) the Services will be performed with the skill, care and diligence to be reasonably expected from a Supplier with expertise in the provision of the Services (or similar services);  
 将专业、认真、勤勉地提供服务;
- (b) the Services will conform with all descriptions, standards and specifications set out or referenced in the Order or as otherwise agreed in writing by the Buyer and the Supplier, and shall be fit for any purpose that the Buyer makes expressly or impliedly known to the Supplier before the Effective Date;  
 服务应符合订单中列明或引用的，或买方和供应商以其它书面形式另行约定的说明、标准和技术参数，并且适用于买方在**生效日期**前明示或默示告知供应商的目的;
- (c) it will provide the Services in accordance with any applicable Law and industry standards and, through the provision of the Services it will not, to the best of its knowledge (whether actual, constructive or imputed), cause the Buyer or its Affiliates to breach any applicable Law or industry standards; and  
 供应商将依据法律及行业标准提供服务，并且接受服务不会导致买方及其关联方违反法律或行业标准；以及
- (d) it has, and will maintain throughout the Contract, all the necessary authorities and licences from third parties that it needs to carry out the Services and to allow the Buyer and its Affiliates to use and exploit the Services.  
 在合同期间中，供应商应持有提供服务所需的、以及买方及其关联方能够使用服务所需的第三方授权和许可。

## 4. PRICE AND PAYMENT 价格和付款

### 4.1 The price for the Services and the currency for payment will be set out in the Order.

服务的价格及币种将在订单中规定。

### 4.2 Prices are exclusive of value added tax or any other similar tax (“VAT”) payable in the Buyer’s jurisdiction of incorporation but includes all other taxes, duties and levies.

价格不含增值税或者买方注册所在地的其他类似法定税费（“**增值税**”），但包括其他税款、关税和赋税。

### 4.3 Subject to clause 4.2, the Supplier will be responsible for, and will indemnify the Buyer in full, from and against any and all taxes, duties, fines penalties and interest, imposed on the Supplier, its personnel or any Affiliate of the Supplier, by the government or any other lawful taxing authority of any country for or on account of any payment made to or earned by the Supplier in connection with the provision of the Services under this Contract.

按照第 4.2 条，供应商应自行承担政府或其它税收部门因本合同项下服务对供应商及其雇员、关联方征收的税款、关税、罚款和利息。

### 4.4 The Supplier will submit an invoice (being a valid VAT invoice if Buyer requires so) to the Buyer after the invoicing date(s) set out in the Order, or if such dates are not contained in the Order, on completion of the Services. The Supplier will follow any reasonable instructions of the Buyer with respect to the format of the invoice and will include on the invoice the Order number and a full breakdown of the price (with sufficient information to enable the Buyer to verify the price, including (where the price is based on a rate card, hours worked)).

供应商应在订单列明的开票日后向买方开具发票（如买方需要，则开具有效的增值税发票），如果订单中未列明开票日，则在服务完成时开具发票。供应商应遵循买方的发票格式要求，并在发票上列明订单号及价格明细（如果按工作时间计费，须提供足够信息以便买方核实价格）。

### 4.5 Provided clause 4.6 or 6.2(d) does not apply and provided payment is not disputed by the Buyer, then the Buyer will electronically transfer payment to the Supplier on the date falling 60 days after the end of the calendar month in which the Buyer received the Supplier’s invoice. If such a day is not a normal banking day in the Buyer’s place of business, then payment will be made on the following normal banking day in the Buyer’s place of business.

如果第 4.6 条或第 6.2 (d) 条不适用, 且买方对付款无异议, 则买方应在收到供应商发票当月结束后 60 天内电子转账给供应商, 如果该日不是买方营业地的工作日, 则应在买方营业地的下一个工作日付款。

- 4.6 The Buyer will be entitled to set-off any liability (including amounts invoiced but not yet due) owed by it to the Supplier against any liability of the Supplier or any of its Affiliates to the Buyer or any of its Affiliates under the Contract or otherwise.

买方有权用其对供应商的欠款 (包括尚未到期的开票金额) 抵销供应商或其关联方根据合同或其他规定对买方或其关联方的负债。

## 5. QUALITY 质量

The Supplier will comply in full with any quality requirements agreed by the Parties in writing or as set out or referenced in the Order and any other reasonable quality requirements notified by the Buyer to the Supplier from time to time.

供应商应全面遵守双方以书面形式约定的或者订单中列明或引用的质量要求, 以及买方不时通知供应商的其他合理质量要求。

## 6. REMEDY FOR DEFECTS 缺陷补救

- 6.1 If the Services do not conform to (or do not continue to conform to) the requirements set out in clauses 3.2 and 5 then the Buyer may (subject to clause 6.2(a)) send the Supplier a written notice requiring the Supplier to rectify the Non-Conformance within the timescale required by the Buyer (taking into account the Buyer's operational priorities), at the Supplier's cost (a "Rectification Notice"). To the extent the Buyer has not yet paid for Services subject to a Rectification Notice, the Buyer will not be obliged to pay until the Non-Conformances have been addressed to the reasonable satisfaction of the Buyer. The Supplier will immediately notify the Buyer if it believes it will be unable to rectify the Non-Conformance in accordance with the Rectification Notice.

如果服务不符合第 3.2 条和第 5 条列明的要求, 买方可按照第 6.2(a) 条向供应商发出书面通知, 要求供应商在买方设定的期限内自费进行整改 (优先考虑买方的运营需求) ("整改通知")。如果买方尚未就整改通知中涉及的服务付款, 则在整改结果合理满足买方要求之前, 买方无需付款。如果供应商认为无法按照整改通知进行整改, 应立即通知买方。

- 6.2 If: 如果有以下情形:

- a) the Buyer (at its sole and absolute discretion) does not believe it is desirable for the Supplier to perform the work to rectify the Non-Conformance;  
买方 (依其自行判断) 认为供应商没有必要对不符点进行整改的;
- b) the Supplier notifies the Buyer that it will be unable to rectify the Non-Conformance in accordance with the Rectification Notice; or  
供应商通知买方, 无法按照整改通知对不符点进行整改的; 或者
- c) the Supplier does not successfully rectify the Non-Conformance in accordance with the Rectification Notice,  
供应商未按照整改通知完成对不符点的整改的,

then the Buyer may, without prejudice to any rights or remedies it may have:

在不损害买方权利或救济的情况下, 买方可:

- d) adjust the Contract price by an amount determined by the Buyer at its sole and absolute discretion, to reflect the Buyer's assessment of the extent and impact of the Non-Conformance (such an adjustment could be to reduce the price to nil)  
对不符点的程度和影响进行评估, 据此自行调整合同价格 (调整后的金额可为零)。
- e) rectify or arrange to have rectified such Non-Conformance at the Supplier's cost; or  
整改或者安排整改该不符点, 费用由供应商承担; 或者
- f) procure equivalent services from alternate sources in order to meet the Buyer's requirements at the Supplier's cost.  
从其他渠道采购同等服务, 以满足买方的要求, 费用由供应商承担。

To the extent that the Buyer reduces the Contract price under sub-clause (d) above to an amount lower than the amount of the price for such Services already paid to the Supplier, the Supplier will reimburse the Buyer for the difference between the price paid and the adjusted price, within 14 days of the Buyer invoicing the Supplier for such amounts. To the extent that the Buyer incurs costs under sub-clauses (d) and (e) above, the Supplier will reimburse the Buyer within 14 days of the Buyer invoicing the Supplier for such costs.

当买方根据上述(d)款调整的合同价格已经低于买方已支付的金额时，在买方向供应商开具相应发票后 14 天内，供应商应偿还买方已付金额与调整后金额之间的差价。买方根据上述(d)和(e)款而产生的费用，供应商应在买方开具相应发票后 14 天内，偿还买方相应金额。

## 7. DELAY AND FORCE MAJEURE 延迟和不可抗力

7.1 The Supplier will immediately notify the Buyer in writing if it has any reason to believe that it may or will be delayed in any way from completing its obligations under the Contract, with full details of the reasons for such belief and any mitigating measures it is taking to manage or reduce the delay.

如本合同项下服务可能被延迟履行，则供应商应立即以书面形式通知买方，并详细说明原因以及为应对或缩短延误而采取的措施。

7.2 Subject to the affected Party's compliance with clause 7.3, the time specified for the performance by a Party of any obligation of that Party in the Contract will be extended by a period equal to the period for which such performance is prevented by a Force Majeure Event.

在受影响一方遵守第 7.3 条的前提下，合同方履行合同义务的规定时间应予延长，延长期间等于不可抗力事件阻止履行相关义务的时间。

7.3 The affected Party will use all reasonable endeavours to mitigate the effect of a Force Majeure Event.

受影响一方应尽一切合理努力减轻不可抗力事件的影响。

7.4 If the Buyer receives a notification from the Supplier under clause 7.1 or if the Buyer reasonably believes that a Force Majeure Event has occurred that will or may prevent the timely performance of the Supplier's obligations under the Contract, the Buyer may immediately, on written notice to the Supplier, cancel its order under the Contract in respect of some or all of the Services. In the event of such a cancellation neither Party will have any liability to the other in respect of such cancellation.

如果买方收到供应商根据第 7.1 条发出的通知，或者买方合理认为已发生的不可抗力事件可能阻止供应商及时履行其合同义务，则买方可在书面通知供应商后，立即取消其根据合同发出的部分或全部服务订单。且一方均不对另一方承担因取消订单而产生的违约责任。

## 8. SUPPLY OF INFORMATION AND RIGHTS OF INSPECTION 信息提供和检查权

8.1 The Buyer may, at its absolute discretion and at any time before the termination or expiry of the Contract, inspect, or nominate an Affiliate, a regulatory body or an independent third party to inspect;

买方可自行决定，在合同终止或到期前亲自或者指定关联方、监管机构或独立第三方检查以下内容；

(a) any processes, procedures, policies, systems or plans used by the Supplier in connection with the provision of the Services; and

供应商提供服务的相关流程、程序、政策、制度或计划；以及

(b) any financial information of the Supplier, including any annual report, interim accounts or monthly management accounts or any other information only to the extent necessary to allow the Buyer to confirm the Supplier's compliance with the terms of the Contract, and the Supplier will co-operate to the fullest possible extent with the Buyer to ensure the Buyer or, as applicable, an Affiliate, a regulatory body or an independent third party is able to complete such inspections promptly and to the Buyer's satisfaction.

供应商的财务信息，包括年报、临时账户、月度管理账户或者其他信息，仅限于买方确认供应商遵守合同条款的必要范围，供应商则应尽力配合买方，确保买方或其关联方、监管机构或独立第三方能够及时按照买方的要求完成检查。

8.2 The Buyer will usually give the Supplier reasonable written notice of its intention to exercise its rights under clause 8.1, however the Buyer retains, at its sole discretion, the right to conduct inspections without prior notice to the Supplier.

买方行使第 8.1 条项下权利通常应提前书面通知供应商，但买方保留未经事先通知进行检查的权利。

8.3 If any inspection is required by the Buyer under clause 8.1 as a result of reasonable concerns relating to the Supplier's ability to perform its obligations under the Contract, the Supplier will be responsible for the costs of the inspection.

如果买方有合理理由不信任供应商履约能力，而要求根据第 8.1 条进行检查，检查费用应由供应商承担。

8.4 If the Buyer has reasonable grounds for believing the Supplier may be unable to perform its obligations under the Contract, the Buyer may require the Supplier to provide written evidence, to the Buyer's satisfaction, that the Supplier is able to fulfil its obligations under the Contract, within 30 days of the Buyer's request.

如果买方有合理理由认为供应商可能无法履行合同，买方可要求供应商在买方提出要求后 30 天内提供令买方满意的书面证据，证明供应商能够履行合同。

- 8.5 Any inspections or test carried out in accordance with the Contract will not imply an acceptance of the Services or any waiver of the Supplier's obligations under the Contract.

根据合同进行检查或测试并不意味着买方接受服务或买方同意供应商不遵守合同义务。

## 9. PERSONNEL 人员

- 9.1 The Supplier shall ensure that all Staff are suitably experienced, qualified, skilled and trained to the level expected of a specialist professional providing services similar to the Services to customers of the same nature as the Buyer and shall ensure that all Staff shall act at all times in a professional manner.

供应商应确保所有工作人员拥有适当的经验、资格、技能和培训，达到为类似水平客户提供类似水平服务的专业水平，并且确保所有工作人员始终以专业的方式行事。

- 9.2 If the Buyer or its Affiliates reasonably believes that any member of Staff is sub-standard or otherwise unsuitable to perform their obligations in connection with the Services, the Buyer may give notice requiring the Supplier to remove any such member of Staff from the provision of the Services. The Supplier shall (at its own cost) promptly arrange for the removal of such Staff from the performance of the Services and shall replace them with personnel acceptable to the Buyer and, as applicable, its Affiliates.

如果买方或其关联方合理认为任何工作人员不达标或者不适合履行服务相关义务，买方可通知供应商撤换该名工作人员。供应商应（自费）及时撤换该名工作人员，安排买方及其关联方可接受的其他人员提供服务。

- 9.3 Staff will, at all times, remain employed or engaged by the Supplier and the Supplier shall meet all employment costs and liabilities in respect of Staff.

工作人员应始终受雇于供应商，供应商应承担所有相关费用和责任。

- 9.4 If, as a result of the termination or expiry of this Contract (whether in whole or in part), the contract of employment or engagement of any person who was engaged in providing the Services has effect, or is alleged to have effect, pursuant to Employment Contract Laws, as if originally made with the Buyer, any of its Affiliates or any Successor Supplier (as applicable), then the Supplier will indemnify the Buyer in full against all Losses suffered or incurred by the Buyer, any Affiliate and/or Successor Supplier arising from or in connection with (for avoidance of doubt, if Losses hereby is suffered or incurred by any Affiliate and/or Successor Supplier when applicable, the amount payable as a result of indemnification shall be still paid to Buyer by the Supplier):

如果本合同（整体或部分）终止或到期，根据劳动合同法，服务人员的有效劳动合同被认定为是与买方或其关联方、承继供应商（如适用）签订，那么供应商应全额赔偿买方和/或其关联方、承继供应商由下列情形遭受的全部损失（为免疑义，如果关联方或承继供应商（如适用）遭受相关损失，赔偿金额仍由供应商支付给买方）：

- (a) any such employment or engagement; and

上述雇用或聘用；以及

- (b) any termination of any such employment or engagement (regardless of such a termination is classed as an unfair dismissal, wrongful dismissal or otherwise).

上述雇用或聘用终止（无论因不公平解雇、错误解雇或其他事由而终止）。

This indemnity shall only apply if the Buyer, any Affiliate and/or Successor Supplier (as applicable), gives such person a notice of termination within 30 days of becoming aware that such person's contract of employment or engagement has effect, or is alleged to have effect, pursuant to Employment Contract Laws, as if originally made between the Buyer, any of its Affiliates or any Successor Supplier (as applicable).

上述赔偿的适用前提是，买方和/或其关联方、承继供应商（如适用）根据劳动合同法，在知悉服务人员的有效劳动合同被认定是与买方或其关联方、继任供应商（如适用）签订后的 30 天内向该服务人员发出终止通知。

- 9.5 In respect of any employees of the Buyer or its Affiliates involved in connection with the Contract, the Supplier shall not, during the term of the Contract, directly entice such person away from the Buyer or its Affiliates (as applicable) with the intent of employing or otherwise engaging such person. This clause 9.5 shall not apply in respect of any personnel who can be shown to have responded to a bona fide published recruitment advertisement.

在合同期内，供应商不得雇用或以其他方式聘用参与合同服务的买方或其关联方的雇员，劝诱该人离开买方或其关联方（如适用）。本第 9.5 条不适用于因应聘真实招聘广告而离职的人员。

## 10. TERMINATION 终止

10.1 The Buyer may terminate the Contract in whole or in part immediately on written notice to the Supplier if:

如果出现以下情况，买方可在书面通知供应商后立即终止全部或部分合同：

- (a) the Supplier suffers an Insolvency Event;  
供应商破产；
- (b) the Supplier breaches clauses 8.1, 11, 12, 13, 14 or 15; or  
供应商违反第 8.1、11、12、13、14 或 15 条规定；或者
- (e) the Supplier breaches any other clause of this Contract and, in the case of a breach that is remediable, does not remedy such breach within 30 days of receiving written notice of the breach and a request to remedy the breach.  
供应商违反合同的其他条款，并且在违约行为可补救的情况下，在收到书面违约通知和补救要求后 30 天内没有补救。

10.2 The Buyer may, at any time, terminate the Contract in whole or in part, without cause, on 60 days' written notice.

买方可提前 60 天，以书面通知的形式，终止全部或部分合同而无需提供任何理由。

10.3 On termination in accordance with clause 10.1, the Supplier will, if required by the Buyer to do so, promptly provide the Buyer (or any Affiliate nominated by the Buyer) with and licence the Buyer (or such Affiliate) to use all such documentation and information as may be necessary to enable the Buyer to have a third party provide the Services. Subject to clause 12, the Buyer will have no right to use such documentation and information provided under this clause 10.3 for any purpose other than having a third party perform the Services.

根据第 10.1 条终止合同时，如果买方要求，供应商应及时提供并许可买方（或其指定关联方）使用买方安排第三方提供服务所必需的文件和信息。按照第 12 条，除安排第三方提供服务外，买方无权将根据第 10.3 条提供的文件和信息用于任何其他目的。

10.4 The Supplier may terminate the Contract in the following circumstances only and any right the Supplier may otherwise have to terminate or cancel the Contract at Law is excluded:

供应商终止合同仅限下列情形，不包括供应商依法终止或撤销合同的任何权利：

- (a) if the Buyer suffers an Insolvency Event;  
买方破产；
- (b) if the Buyer is in breach of any obligation to make payment under the Contract and such breach continues for a period of 90 days from the date that the Buyer received a written notice from the Supplier notifying the Buyer that payment was overdue, provided that the amount of the payment is not in dispute between the Parties.  
买方违反合同项下付款义务，并且在双方对付款金额无争议的情况下，违约行为自买方收到供应商的书面付款逾期通知之日起持续 90 天。

10.5 On termination or expiry of the Contract for whatever reason the Supplier shall provide all the assistance as the Buyer may reasonably require to ensure an orderly transition of the Services to any Successor Supplier.

合同因任何原因终止或到期时，供应商应提供买方可能合理要求的所有协助，确保服务有序移交给承继供应商。

## 11. CONFIDENTIALITY 保密

11.1 Subject to clause 11.2, each Party agrees to hold in confidence any Information that it acquires directly or indirectly from the other Party (or the Affiliates of the other Party) and agrees:

按照第 11.2 条，各方同意对直接或间接从另一方（或其关联方）获得的信息保密，并且同意：

- (a) to protect that Information with the same degree of care used to protect its own Information (which will never be less than a reasonable degree of care);  
如保护自有信息保护该信息（绝不低于合理注意程度）；
- (b) not to use the Information other than for the purposes of the Contract.  
不会将信息用于本合同目的以外的其他目的。

11.2 Subject to clause 13, the provisions of clause 11.1:

按照第 13 条，第 11.1 条规定：

- (a) do not apply to Information which is:  
不适用于以下信息:
- (i) already in the public domain;  
已为公众所知;
  - (ii) received from a third party who is without an obligation of non-disclosure;  
从没有保密义务的第三方获得;
  - (iii) required to be produced by a legitimate legal authority; or  
有权的法律机构要求提供; 或
  - (iv) already known by the receiving Party at the time of receipt.  
接收方在接收前已经知晓。
- (b) will not prevent either Party from disclosing the Contract and financial information concerning the business between the Parties to appointed auditors, legal advisers, insurers and accountants;  
不禁止一方向指定的审计师、法律顾问、保险公司和会计师披露合同和与双方业务有关的财务信息;
- (c) will not prevent either Party from disclosing information to suppliers solely to the extent necessary for the purposes of providing and receiving the Services; and  
不禁止一方向供应商披露提供和接受服务所必需的信息; 以及
- (d) will not prevent the Buyer disclosing Information to its Affiliates.  
不禁止买方向其关联方披露信息。

11.3 Each Party will be responsible for the observance of the provisions of this clause 11 by its employees or any other third parties to whom Information is disclosed in accordance with this clause 11.

各方负责其雇员或根据第 11 条向其披露信息的其他第三方遵守第 11 条的规定。

## 12. INTELLECTUAL PROPERTY RIGHTS 知识产权

12.1 Subject to clause 12.2, neither Party will acquire any title, right or interest in or to any IPR belonging to or licensed to the other Party or developed by the other Party relating to the Services.

按照第 12.2 条, 一方均不能取得属于另一方、许可给另一方或者由另一方开发的服务相关知识产权的任何所有权、权利或利益。

12.2 All IPR created in any written reports delivered to the Buyer, or its Affiliates, based on any data or Information provided by the Supplier or its Affiliates, will vest in and become the absolute property of the Buyer. The Supplier will transfer, or will ensure the transfer of, any IPR created as a result of the Contract to the Buyer with full title guarantee and the Supplier will:

交付给买方或其关联方的书面报告的所有相关知识产权, 如果基于供应商或其关联方提供的数据或信息, 应归买方所有, 并成为买方的财产。供应商应向买方转让或确保第三方转让合同相关知识产权并提供完整所有权担保, 供应商亦应:

(a) take all necessary actions, or will ensure that the necessary actions are taken, (including signing documents) to ensure that such IPR vests in full with the Buyer immediately on creation: and

采取所有必要行动, 或者确保第三方采取必要行动 (包括签署文件), 以确保该知识产权在创设时立即完全归买方所有; 以及

(b) ensure that its (and its suppliers) employees and contractors waive any moral rights in or relating to any works to which such IPR relates and will, on request, provide the Buyer with written evidence of such waiver.

确保供应商 (及其供应方) 的雇员和承包商放弃该知识产权相关作品的人身权利, 并且应要求向买方提供书面弃权证据。

12.3 The Supplier will not use, exploit, develop, transfer or licence any IPR created as a result of work undertaken under or in connection with the Contract or any IPR belonging to, or provided to the Supplier by the Buyer or any Affiliate of the Buyer for any purpose other than fulfilling its obligations to the Buyer under this Contract.

供应商不得使用、开发、转让或许可根据合同实施或与之相关的工作所创设的知识产权, 亦不得使用、开发、转让或许可买方或其关联方拥有的或者为供应商履行合同义务以外其他目的提供给供应商的知识产权。

12.4 The Supplier will indemnify the Buyer in full against any loss suffered by the Buyer as a result of a third party claim that the possession, use, exploitation, development or repair by the Buyer, or any Affiliate, of the Services infringes such a third party's IPR.

第三方因买方或关联方持有、使用、开发或修补本合同服务而侵犯第三方知识产权提出索赔的，供应商应全额赔偿买方由此遭受的任何损失。

### 13 COMPLIANCE WITH LAW AND DATA PROTECTION 遵守法律和**数据保护**

13.1 The Supplier will, at all times:

供应商应始终：

(a) obtain, maintain and observe all regulatory approvals applicable in connection with the supply of the Services;  
获取、维护和遵守与提供服务相关的监管批准；

(b) comply with all applicable Laws;  
遵守法律；

(c) notify the Buyer of any restrictions or provisos:  
向买方告知如下限制或附带条件：

(i) that exist in respect of any regulatory approvals granted in connection with the Services;  
服务相关监管批准中规定的；

(ii) that exist under any Law; and  
法律规定的；以及

(d) provide the Buyer with any information reasonably requested by the Buyer and any information which it knows or should know that the Buyer will or may need in order to comply with or manage its obligations under any Laws.  
提供买方合理要求的信息，以及供应商知道或应当知道买方为遵守或履行其法律义务可能需要的信息。

13.2 The Supplier shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with the Contract, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out or referred to in the Order.

供应商在处理与合同有关的个人数据时，应始终遵守数据保护法中的相关规定和义务，处理涉及个人数据类型、数据主体类别、性质和目的以及订单中列明或提及的期限。

13.3 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available on request.

各方应保存其负责的所有处理操作的记录，其中至少包含数据保护法规定的最少信息，并且应按要求提供该信息。

13.4 To the extent the Supplier receives from, or processes any Personal Data on behalf of, the Buyer or any Affiliate of the Buyer, the Supplier shall:

如果供应商收到来自于买方或其关联方的个人数据，或者代表买方或其关联方处理个人数据，供应商应：

(a) not process such Personal Data for any purpose other than those set out in this Contract and only in accordance with the Buyer's written instructions from time to time;

除合同列明外，不为其他目的处理该个人数据，并且只能依据买方不时做出的书面指示；

(b) inform the Buyer within 24 hours if any such Personal Data is subject to a personal data breach or is lost or destroyed or becomes damaged, corrupted or unusable;

如果该个人数据泄露、丢失、毁坏、损坏、崩溃或无法使用，在 24 小时内通知买方；

(c) only appoint a third party (including any subcontractors and Affiliates) to process such Personal Data with the prior written consent of the Buyer;

经买方事先书面同意后，可指定第三方（包括分包商和关联方）处理该个人数据；

(d) subject to applicable law, not disclose any Personal Data to a third party other than at the written request of the Buyer or as expressly provided for in this Agreement; and

根据适用的法律规定，未经买方书面要求或者本协议明确规定，不得向第三方披露个人数据；以及



- (e) as the Buyer so directs, return or irretrievably delete all Personal Data on termination or expiry of this Agreement, and not make any further use of such Personal Data (except to the extent applicable law requires continued storage of the Personal Data by the Supplier and the Supplier has notified the Buyer accordingly, in which case the provisions of this clause 13 shall continue to apply to such Personal Data).

根据买方的指示，在本协议终止或到期时归还或不可恢复地删除所有个人数据，不得继续使用该个人数据（除非法律要求供应商继续存储个人数据，且供应商已通知买方，在这种情况下，第 13 条的规定应继续适用于该个人数据）。

- 13.5 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

如果一方收到投诉、通知或通信，直接或间接涉及另一方处理个人数据或者一方遵守数据保护法，应尽快通知另一方，并就该投诉、通知或通信全面配合并协助另一方。

- 13.6 The Supplier shall during the term of this Contract operate and maintain an information security program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorised use, access, processing, destruction, loss, alteration or disclosure of any data and other proprietary information shared by the Buyer.

供应商应在合同有效期内运行和维持信息安全计划，包括行政、物理和技术保障措施，防止擅自使用、访问、处理、破坏、丢失、更改或披露买方共享的数据和其他专有信息。

## 14. INSURANCE 保险

- 14.1 The Supplier will take out and maintain public liability insurance with a minimum level of indemnity of RMB 2,500,000 or 10 times the value of the Order (whichever is higher), which level shall apply to each and every claim. Such insurance will operate on a 'claims occurring' basis, shall include an indemnity to principals clause and shall include coverage for contractual liability in respect of personal injury or death and loss or damage to property.

供应商应购买并维持公共责任保险，每次索赔的最低赔偿限额为人民币 2,500,000 或订单价格的十倍（以较高价格者为准）。该保险应基于“索赔发生时”开始操作，应包括赔偿委托人条款，投保范围包括人身伤亡以及财产损失损害的合同责任保险。

- 14.2 The Supplier will maintain employers liability insurance with a minimum level of indemnity of £1,000,000 (or equivalent in the local currency), which level shall apply to each and every claim. Such insurance will include an indemnity to principal.

供应商应购买雇主责任保险，每次索赔的最低赔偿限额为 1,000,000 英镑（或等值本地货币）。该保险应包括赔偿委托人。

- 14.3 The Supplier will maintain professional indemnity insurance with a minimum level of indemnity of £5,000,000 (or equivalent in the local currency), which level shall apply to each and every claim. Such insurance will include an indemnity to principals clause.

供应商应维持职业责任保险，每次索赔的最低赔偿限额为 5,000,000 英镑（或等值本地货币）。该保险应包括赔偿委托人条款。

- 14.4 Certificates of insurance acceptable to the Buyer shall be provided by the Supplier to the Buyer on request. The Supplier will notify the Buyer at least 14 days before either amending, renewing or cancelling any insurance required by this clause 14 or allowing any such policy to lapse.

应买方要求，供应商应提供买方可接受的保单。供应商应在修改、续保或取消第 14 条要求的保险或该保险失效前至少 14 天通知买方。

- 14.5 If the Supplier fails to take out or maintain any insurance required by this clause 14, the Buyer may purchase such insurance itself and the Supplier will be responsible for such costs.

如果供应商未购买或维持本第 14 条要求的保险，买方可自行购买该保险，相关费用由供应商承担。

## 15. ETHICS 道德

- 15.1 The Supplier shall comply in full with the Anti-bribery Legislation and the Buyer's Code of Conduct for Suppliers, as set out on the Buyer's website at (<http://www.rotork.com/en/about-us/index/codeofconduct>) in each case as the Buyer may update it from time to time.

供应商应完全遵守反贿赂法规以及买方网站（<http://www.rotork.com/en/about-us/index/code of conduct>）上列明的买方的供应商行为准则，买方可随时更新相关内容。

- 15.2 The Supplier warrants that it has not, and none of its Associated Persons or, to the extent it is aware, its former Associated Persons, have:

供应商保证公司及其关联人员、前关联人员（就其所知）均没有：

- (a) authorised, offered, promised or given any financial or other advantage, directly or indirectly, to or for the use or benefit of any other natural or legal person, in order to improperly obtain a business advantage; or  
为获得不正当的商业利益而直接或间接向其他自然人或法人授权、提供、承诺或给予财务或其他利益；或者
- (b) engaged in any other conduct which would constitute an offence under the Anti-bribery Legislation,  
从事其他违反反贿赂法规的行为，

and the Supplier undertakes that for the duration of the Contract it will not, and will, to the extent it is legally able, procure that none of its Associated Persons will, engage in any of the conduct described in sub-clauses (a) and (b) above.

供应商亦承诺，在合同期限内不参与上述（a）和（b）项所述行为，并且在其合法能力范围内促使关联人员不参与上述（a）和（b）项所述行为。

### 15.3 The Supplier warrants that:

供应商保证：

- (a) it has in place, and for the duration of the term of the Contract will maintain, adequate policies, systems, controls and procedures:

已经制定并在合同条款有效期内维持适当的政策、制度、控制和程序，从而：

- (i) to prevent it and its Associated Persons from violating the Anti-bribery Legislation or the Buyer's Code of Conduct for Suppliers;  
防止自身及其关联人员违反反贿赂法规或者买方的供应商行为准则；
- (ii) for reporting a violation or suspected violation of the Anti-bribery Legislation and/or generally accepted standards of business ethics and conduct (including the Buyer's Code of Conduct for Suppliers), and for ensuring that all such reports are fully investigated and acted upon appropriately.  
报告违反或涉嫌违反反贿赂法规以及/或者通行商业道德和行为标准（包括买方的供应商行为准则）的行为，确保进行全面调查并采取适当行动。

- (b) it will promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

及时向买方报告供应商在履行合同中遇到的不恰当的财务或其他利益的请求或要求。

### 15.4 The Supplier will keep, and will ensure that each of its Associated Persons will keep, accurate and up to date records:

供应商应保存并确保每个关联人员保存以下准确、最新的记录：

- (a) showing all payments made by the Supplier in connection with the Contract; and  
供应商支付的所有合同相关款项；以及
- (b) the steps taken by the Supplier to comply with the Anti-bribery Legislation and the Buyer's Code of Conduct for Suppliers,  
供应商为遵守反贿赂法规及买方的供应商行为准则而采取的措施；

and will permit the Buyer, or any independent third party nominated by the Buyer, to inspect and take copies of such records and accounts and to meet with the Supplier's or Associated Persons' personnel, in order to audit the Supplier's and Associated Persons' compliance with this clause 15. Such rights or inspection audit shall continue for three years after expiry or termination of the Contract. The Supplier will fully co-operate in any audit carried out under this clause 15.

供应商亦应允许买方或其指定的独立第三方检查和复印上述记录和账目，与供应商或关联人员的员工会面，审计供应商和关联人员遵守第 15 条规定的情况。上述权利或检查审计的权利在合同期满或终止后三年内依然有效。供应商应全面配合根据第 15 条进行的审计。

## 16. MISCELLANEOUS 其他

### 16.1 If there is a conflict of provisions, the following order of precedence will apply:

不同条款之间有冲突的，应遵循以下优先顺序：

- (a) any provisions expressly set out on the Order that are specific to the Services to be performed by the Supplier;  
订单中明文规定由供应商提供服务的条款；

- (b) these ST&C;  
本标准条款和条件;
- (c) subject to clause 2, any other document referred to in the Order or these ST&C;  
按照第 2 条, 订单或本标准条款和条件中提及的其他文件;
- (d) any other terms and conditions set out in the Order that are not specific to the Services to be performed by the Supplier.  
订单中与供应商提供服务无关的其他条款和条件。

16.2 The rights of each Party may be exercised as often as needed, are cumulative and apply (except where expressly stated in the Contract) in addition to its rights under Law and may only be waived in writing and specifically. Not exercising, or a delay in exercising, any right is not a waiver of that right.

除法律赋予的权利外, 每一方的权利可以根据需要行使、累加和适用(合同中明确规定的除外), 并且只能以书面形式明确放弃。不行使权利或延迟行使权利不视为放弃该权利。

16.3 If any provision of the Contract is, or becomes, illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

如果合同的任何条款在与一方有关的司法管辖区内被认定非法、无效或不可执行, 其余条款并不因此无效, 该条款或其他条款在其他司法管辖区内的合法性、有效性或可执行性也不受影响。

16.4 Each Affiliate of the Buyer shall have the benefit of all rights provided for in the Contract and shall be entitled to enforce the Contract subject to and in accordance with its terms.

买方的关联方应享有合同规定的所有权利, 并且有权根据合同条款执行合同。

16.5 Notwithstanding clause 16.4, no consent of any third party is needed for any amendment (including any release or compromise of any liability) or termination of the Contract.

尽管有第 16.4 条的规定, 合同修订(包括责任免除或妥协)及合同终止无需第三方同意。

16.6 The Supplier will not assign, subcontract or otherwise transfer its rights or obligations under the Contract.

供应商不得让与、分包或以其他方式转让其合同权利或义务。

16.7 All rights and remedies exercisable by the Buyer in accordance with the Contract will, unless otherwise expressly specified in the Contract, be without prejudice to any other rights and remedies of the Buyer, whether contained in, or deriving from, the Contract or not.

除非合同中另有明确规定, 买方根据合同可行使的所有权利和救济不影响买方的其他权利和救济, 无论包含在合同中还是源自合同。

16.8 The Contract constitutes the entire agreement between the Parties with respect to the Services.

合同构成双方之间有关服务的完整协议。

16.9 Any notice given to a Party under or in connection with the Contract will be in writing and addressed to that other Party at its principal place of business.

根据合同要求发给一方或与之相关的通知应采用书面形式, 并寄往另一方的主营业地。

16.10 Neither Party will use the other Party's name or trademarks in any publicity without the other Party's written permission.

未经另一方书面允许, 一方不得在任何宣传中使用另一方的名称或商标。

16.11 Clauses 4, 6, 9.4, 10.3, 10.5, 11, 12, 13.1(d), 13.2, 15.4, 16 and 17 (and any other provision which expressly or impliedly survives termination or expiration of the contract) will survive the expiration or termination of the Contract and will continue in full force and effect after expiration or termination.

第 4、6、9.4、10.3、10.5、11、12、13.1(d)、13.2、15.4、16 和 17 条(以及明示或默示在合同终止或期满后继续有效的其他条款)应在合同期满或终止后继续完全有效。

## 17. LAW AND JURISDICTION 法律和管辖

All disputes and claims relating to this Contract, its formation or interpretation shall be governed by the laws of the People's Republic of China.

与本合同或其订立、解释有关的所有争议和索赔均受中华人民共和国法律管辖。

Any dispute arising from or in connection with this Contract shall be submitted to the People's Court where Buyer is registered.

因本合同引起的或与本合同有关的任何争议应提交买方所在地的人民法院进行诉讼。

**SCHEDULE 1: INTERPRETATION****附表 1: 释义****1. DEFINITIONS 定义**

**"Affiliates"** means as to any person, any other person that it is in Control of, is Controlled by, or is under common Control with, such person.

“**关联方**”就任何法人而言，是指其控制的、受其控制的或者与其共同受控制的其他法人。

**"Associated Person"** means, in relation to a company, a person (including any director, officer, employee, agent or other intermediary) who performs services for or on behalf of that company (in each case when performing such services or acting in such capacity).

“**业务人员**”就一家公司而言，是指代表该公司提供服务的人（包括任何董事、高管、雇员、代理或其他中间人）（仅限提供相关服务或以相关身份行事时）。

**"Buyer"** means the legal entity that issues the Order to the Supplier.

“**买方**”是指向供应商发出订单的法人。

**"Contract"** means the Order as accepted by the Supplier, these ST&C and any other terms and conditions that the Order and these ST&C expressly stipulate will apply to the supply of the Services.

“**合同**”是指供应商接受的订单、本标准条款和条件，以及订单和本标准条款和条件明确规定适用于服务提供的其他条款和条件。

**"Control"** means the power, directly or indirectly, either to: (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or person performing similar functions) of such person; or, (b) direct or cause the direction of the management and policies of such person, whether by contract or otherwise.

“**控制**”是指直接或间接有权(a)行使 50%或以上普通表决权任免董事（或履行类似职能的人）；或(b)通过合同或其他方式，指导或管理董事。

**"Data Protection Laws"** means any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons as such are updated, amended or replaced from time to time.

“**数据保护法**”是指有关司法管辖区内与隐私或者自然人数据使用或处理有关的法律和条例及其不时更新、修订或替换。

**"Data Subject"** means an individual identifiable from applicable Personal Data.

“**数据主体**”是指能从适用的个人数据中识别的个人。

**"Deliverables"** all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

“**可交付成果**”是指供应商或其代理、承包商和雇员作为服务一部分或与服务相关的以任何形式或媒介开发的所有文件、产品和材料，包括图纸、地图、计划、图表、设计、图片、计算机程序、数据、技术参数和报告（包括草稿）。

**"Effective Date"** means the date the Contract was entered into by the Parties.

“**生效日期**”指双方签订合同的日期。

**"Anti-bribery Legislation"** means (a) any legislation enacted in the Buyer or Supplier's jurisdiction of incorporation or in any other jurisdiction where the Service is being performed, to enforce or implement either the United Nations Convention against Corruption (being the subject of General Resolution 58/4 of 31 October 2003 of the General Assembly of the United Nations); and (b) the

United Kingdom Bribery Act 2010 and the United States Foreign and Corrupt Practices Act (15 U.S.C. Section 78dd-1 et. Seq.) (c) Anti-unfair Competition Law, China Criminal Law and other applicable laws.

“反贿赂法规”是指：(a)在买方或供应商注册所在地的管辖区内、或者提供服务的其他管辖区内颁布的法律，旨在执行或实施《联合国反腐败公约》（联合国大会第 58/4 号决议，2003 年 10 月 31 日）；(b)《2010 年英国反贿赂法》、《美国反海外腐败法》（15 U.S.C.第 78dd-1 节等）(c)《中华人民共和国反不正当竞争法》、《刑法》等适用法律。

“Force Majeure Event” means, subject to such events being (a) unforeseeable at the time the Parties entered into the Contract and; (b) beyond the reasonable control of the Supplier: acts of God; the refusal of any Government to grant a necessary export licence or the withdrawal or suspension of such licence; any other government or other legal or regulatory authority action or inaction: fires; floods; wars or threats of war; riots; national labour disputes; acts of terrorism; disruption of essential services such as electrical power; extreme weather; quarantine or any government or regulatory authority mandated precautions against contagious disease, epidemics or pandemics.

“不可抗力事件”是指(a)双方在签订合同时不可预见的事件；(b)超出供应商合理控制范围的事件：天灾；政府拒绝授予必要出口许可或者撤销或暂停此类许可；政府、其他法律或监管机构的其他作为或不作为；火灾；洪水；战争或战争威胁；暴乱；国家劳资纠纷；恐怖主义行为；电力等基本服务中断；极端天气；检疫或者任何政府或监管机构针对传染病、流行病或疫情采取的强制预防措施。

“Information” means any commercial, financial, technical, or operational information, know-how, trade secrets or other information of or in the possession of a Party in any form or medium (including all data, know-how, calculations, designs, drawings, methods, processes, systems, explanations and demonstrations) which has been or may be disclosed or otherwise made available to the other Party, whether orally or in written, electronic or other form, including any copies or reproductions of such information in any form or medium, and any part or parts of the same, including the provisions and subject matter of the Contract and any other documents or agreements executed by the Parties in connection with the Contract.

“信息”是指一方已经或可能披露或者以其他方式提供给另一方的、以任何形式或媒介拥有或持有的商业、财务、技术或运营信息、专有技术、商业秘密或其他信息，无论口头形式还是书面形式，亦无论电子形式还是其他形式，包括合同的条款和标的以及双方签订的其他合同相关协议或文件。

“Insolvency Event” means an event where a person: (a) is deemed to be or states in writing that it is insolvent; (b) is subject to any types of insolvency or collective judicial or administrative proceedings (including interim proceedings), in which its assets are subject to control or supervision by any courts or other governmental entity for purposes of dissolving, liquidating or reorganising that person or its assets, (c) proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors, (d) unable to pay off its debts due and its assets are not sufficient to pay off all its debts or is obviously insolvent, so suspends or declares in writing its intention to suspend payments to creditors generally or any class of creditors, or suspends or ceases all or substantially all of its business, (e) any other steps are taken to enforce any encumbrance over all or part of that persons assets and/or undertaking, or (f) takes steps, or is subject to actions, analogous to the items specified in (a) to (e) above.

“破产”就人而言，是指(a)被视为破产，或者以书面形式宣布破产；(b)进入破产或者集体诉讼或行政程序（包括临时程序），其资产因解散、清算或者组织或资产重组而受到法院或其他政府实体的控制或监督；(c)与其普通债权人或其它类别债权人达成和解或债务安排；(d)不能清偿到期债务，并且资产不足以清偿全部债务或者明显缺乏清偿能力的，因此暂停或以书面形式宣布暂停对普通债权人或其它类别债权人的付款，或者暂停或停止其全部或大部分业务；(e)针对该人资产和/或企业而执行留置权的其他措施；或者(f)采取或承受类似于上述(a)至(e)项的措施。

“IPR” means patents, registered designs, trade-marks, service marks (in each case, whether registered or not), domain names, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, business names, IP addresses, goodwill, ‘get-up’ and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world.

“知识产权”是指专利、注册外观设计、商标、服务标记（注册或未注册）、域名、版权、设计权、数据库权、人身权、商业秘密、专有技术、元标签、小专利、实用新型以及所有类似或同等的财产权，包括发明、外观设计、图纸、计算机程序、商号、IP 地址、商誉、“装饰”、产品或服务的风格和表现形式及前述各项在世界各地的申请保护部分，以及前述各项在世界各地的延续、重新发布或分类。

“Law” means all applicable statutes, regulations, by-laws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial or administrative interpretation of them, in force from time to time.

“法律”是指所有适用的法律、条例、章程、法令、附属法规和其他法律（无论其来源如何），包括不时生效的相关司法或行政解释。

**“Losses”** means any and all: (a) claims, demands, awards, suits, judgments (however obtained), payments by way of settlement and orders; and (b) taxes, losses, liabilities, damages, costs and expenses including legal expenses (however described and characterised or classified and whether direct or indirect), including loss of profits or revenues, costs of unwinding funding arrangements, liability for professional fees and expenses.

“**损失**”是指所有以下费用(a)索赔、要求、裁决、诉讼、判决（无论如何获得）、因为和解或命令而应付的款项；以及(b)税费、损失、负债、损害赔偿、费用和开支，包括法律费用（无论如何描述、形容或分类，无论直接还是间接），包括利润或营业收入损失、解除资金投入的成本、专业费用和开支。

**“Non-Conformance”** means as set out in clause 6.1.

“**不符点**”是指第 6.1 条所述。

**“Order”** means a purchase order, scheduling agreement or any other form of purchase document issued by the Buyer that sets out (by reference or otherwise) the service being purchased and incorporates these ST&C (by reference or otherwise).

“**订单**”是指买方签发的采购订单、框架协议或其他形式采购文件，其中列明（通过引用或其他方式）采购的服务并包含本标准条款和条件（通过引用或其他方式）。

**“Parties”** means the Buyer and the Supplier and a **“Party”** means one of them.

“**双方**”指买方和供应商，“**一方**”指其中一方。

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**个人数据**”是指与已识别的或可识别的自然人（‘数据主体’）相关的任何信息；可识别的自然人是指以直接或间接的方式，特别是通过姓名、身份证号、所在地信息这样的识别标识、网上识别标识或通过一个或多个与该特定自然人的物理、心理、基因、精神、经济、文化或社会身份相关的特征可以被识别的自然人。

**“Processing”** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**处理**”是指基于单独或多项个人数据所进行的任何单独或一系列的操作，而无论该操作是否是通过例如收集、收录、系统化、结构化、存储、调试或更改、恢复、咨询、适用、传输披露、传播或使数据可取得，使数据结构对齐或者合并、限制、删除或者毁坏等自动化手段实施。

**“Rectification Notice”** means as set out in clause 6.1.

“**整改通知**”是指第 6.1 条所述。

**“Service Start Date”** means as set out in clause 3.1(a).

“**服务开始日期**”是指第 3.1(a)条中规定的日期。

**“Services”** means those services that the Supplier has agreed to provide the Buyer as specified in, or referenced in, the Order.

“**服务**”是指供应商同意按照订单中规定或提到的方式向买方提供的服务。

**“ST&C”** means this document and its contents

“**标准条款和条件**”指本文件及其内容。

“**Staff**” means any employees, officers and individuals contracted to the Supplier and involved to any extent in the performance of the Services and/or performance of the Contract.

“**工作人员**”是指与供应商签订合同并参与提供服务和/或履行合同的任何雇员、高管和个人。

“**Successor Supplier**” means each and any supplier who the Buyer or any Affiliate, appoints to provide any service equivalent to, or substantially the same as, the Services (or any part of the Services) immediately after the termination or expiry of the Contract (whether in whole or in part) or after any occasion of the termination of the Services (whether in whole or in part).

“**承继供应商**”是指买方或关联方在合同终止（无论全部还是部分）或到期或者在服务终止（无论全部还是部分）后立即指定提供与服务（或其任何部分）等同或基本相同之服务的供应商。

“**Supplier**” means the entity accepting the Order.

“**供应商**”是指接受订单的实体。

“**Employment Contract Laws**” means the all the laws, regulations related to the employment relationship between the companies and the Staff, as amended, consolidated or replaced from time to time.

“**劳动合同法**”是指不时修订、合并或替换的有关于企业和工作人员之间劳动关系的法律和条例。

## 2. CONSTRUCTION 解释

2.1 In these ST&C, unless the context otherwise requires:

在本标准条款和条件中，除非上下文另有要求：

(a) an “amendment” including an amendment, supplement, novation, re-enactment, replacement, restatement or variation and “amend” will be construed accordingly;

“修订”包括修订、补充、更替、重新颁布、替换、重述或变更，对应动词形式据此进行解释；

(b) “include”, “includes”, “including” or similar terms will not be construed as exclusive or limiting examples of the matter in questions and will mean “including, without limitation”

“包括”或类似用语不应被解释为排除或限制所涉事项的举例，而是指“包括但不限于”；

(c) a “person” includes any individual, partnership, consortium, joint venture, trust, company, corporation, government, state, agency, committee, department, authority or other bodies, corporate or unincorporated whether having distinct legal personality or not;

“人”包括任何个人、合伙、财团、合资企业、信托、公司、企业、政府、州、机构、委员会、部门、监管机构或其他法人或非法人团体，不论是否是法人；

(d) a “regulation” includes any regulation, rule, official directive, request or guideline;

“条例”包括任何条例、规则、官方指令、请求或指南；

(e) words imparting the singular include the plural and vice versa;

单数形式包含复数形式，反之亦然；

(f) “days” is a reference to calendar days.

“天”是指公历日。

2.2 The headings in these ST&C do not affect its interpretation.

本标准条款和条件中的标题不影响对本标准条款和条件的解释。