

## 合作框架协议

协议双方:

## PARTNERSHIP FRAMEWORK AGREEMENT BETWEEN

“OWAC S.r.l.”，以下简称“OWAC”，总部及纳税处所位于意大利巴勒莫(Palermo)，详细地址为 Via Resuttana 360 – 90146 Palermo  
电话: +39 091 303243 传真: +39 091 7219247 网址: [www.owac.eu](http://www.owac.eu) – 电子信箱: [owac@owac.it](mailto:owac@owac.it)，已在巴勒莫的公司登记册中注册，税务代码和增值税号为 05725900822，公司代表人为 Rocco Martello 先生，税务代码为 MRTRCC69A25G273I，职务为执行总裁；

和

And

“江苏中电创新环境科技有限公司 (China Electronics Innovation Environmental Technology Co., Ltd)” ， 以下 简 称 “CEIET”，总部及纳税处位于中国江苏省无锡市蠡溪路 888 号 (214072)

电话: +86 510 81176139 – 传真+86 510 81176293 – 网址: [www.ceiet.com](http://www.ceiet.com) – 电子信箱: [wujianhua@ceiet.com](mailto:wujianhua@ceiet.com)， 税 务 代 码 3202200314042457，代表人为杨良生先生，职务为总经理。

“OWAC S.r.l.”, hereinafter “OWAC”, with its head office and tax domicile in Palermo, Italy, Via Resuttana 360 – 90146 Palermo  
Tel. +39 091 303243 Fax +39 091 7219247  
Website: [www.owac.eu](http://www.owac.eu) – email: [owac@owac.it](mailto:owac@owac.it) listed on the Companies Register of Palermo, Tax Code and VAT No. 05725900822, represented by Mr. Rocco Martello Tax Code MRTRCC69A25G273I as CEO.

“China Electronics Innovation Environmental Technology Co., Ltd”, hereinafter “CEIET” with its head office and tax domicile in No.888, Lixi Road, Wuxi – Jiangsu Province – 214072 P. R. China

Tel. +86 510 81176139 – Fax +86 510 81176293 – Website: [www.ceiet.com](http://www.ceiet.com) – email: [wujianhua@ceiet.com](mailto:wujianhua@ceiet.com), Tax Code No. 3202200314042457, represented by Mr. Yang Liangsheng as General Manager.

鉴于

HAVING STATED

- “OWAC”通过研发和技术创新，在工业项目的环境修复、废物处理和循环利用领域拥有世界先进水平（必要时与罗马第一大学机械与航天工程系合

- that “OWAC” operates on an international level in the field of industrial projects for environmental remediation, as well as waste treatment

作)。

- CEIET 是一家从事环境工程技术的研发、设计、施工和产品生产的创新型科技公司。CEIET 以其母公司（中电二公司 CESE2）的院士工作站、工程研发中心为依托，着手环保设备、水处理设备、通用机械设备、环保建材的研发、系统集成设计与生产。
- “OWAC”愿与“CEIET”合作，并依照中国当地法律在双方共同感兴趣的领域开展合作。
- “OWAC”的技术与“CEIET”的业务内容是相契合的。
- “CEIET”对 OWAC 的技术很感兴趣，并将签订本协议视为其战略发展的一步。
- “CEIET”在其业务领域具有广泛的客户资源与关系网络，从而使其能顺利实施相关项目。

and recycling by conducting research on technological innovation. This is carried out in partnership, where necessary, with the Department of Mechanical and Aerospace Engineering of the Sapienza University of Rome (DIMA).

- that CEIET specializes in green technology, environment friendly solutions, and green-thinking business development. Rely on the research centers of its parent company, China Electronics System Engineering No. 2 Construction Co., Ltd (CESE2), CEIET is developing environmental engineering equipment, waste water treatment, green building materials; as well as general machinery, manufacturing, and accessories.
- that “OWAC” is interested to establish a partnership with “CEIET” in order to develop collaborations in their specific area of interest, in compliance with local legislation in China where the relevant initiative is intended to be pursued.
- that the skills of “OWAC” are compatible with the development/activities of “CEIET”.
- that “CEIET” is interested in OWAC’s skills and therefore deems the formalization of this agreement to be a strategic step.
- the “CEIET” has relationships in its area of operation that allow it to carry out initiatives that it shall constantly

- “OWAC”将确保（如果可能的话）于2015年年底前在亚洲的主要城市至少开设一个办事处。
- 因双方合作所取得的工作成果至关重要，在任何情况下，成果归双方共有并可共同复制。
- “OWAC”将使用自有设备和自身员工与 CEIET 进行合作，向 “CEIET”提供产品（包括项目、测试等），在任何情况下，“OWAC”均能向 “CEIET”就业务执行过程中的协调提供支持。

#### 考虑到

- “OWAC”和“CEIET”之间的文化互动和业务互动（双方在各自的特定领域均有重要的互补性）将无疑将会形成巨大优势。

#### 双方在此达成如下协议

##### 第 1 条

本协议的前提条件是协议的重要组成部分。

monitor.

- that “OWAC” shall ensure, where possible, its presence in major Asian cities, undertaking by 2015, to open at least one office in Asia.
- that the results achieved shall be of particular importance and shall, in any case, be shared and replicated with “CEIET”.
- that “OWAC” will collaborate using its own equipment and staff to provide “CEIET” with a product (project, tests, etc.), which the latter shall implement using its equipment and resources. “OWAC” remains, in any case, available to support “CEIET” in terms of coordination to implement the activities.

#### HAVING CONSIDERED

- that the cultural and operational interaction between “OWAC” and “CEIET”, which each have important complementing traditions in their own specific areas, will undoubtedly lead to major advantages.

#### IT IS HEREBY AGREED AS FOLLOWS

##### ART. 1

The premise hereto is an essential and integral part of this agreement.

## 第 2 条

根据本协议及其计划执行期内，双方同意在垃圾处理、环境修复、材料再生利用及热能生产方面进行合作，特别是下列活动：

- a) 工业场地项目开发；
- b) 对特定项目所需的最佳技术方案的研究和分析；
- c) 开展应用工业研究项目；
- d) 与所开展的技术活动相关的联席会议和研讨班（包括职业规划指导目）；
- e) 旨在扩大科学和技术层面事项的教育实习；
- f) 在欧洲“变废为能”领域的发展举措和业务机会。

## 第 3 条

双方同意第 2 条中所提到的合伙关系只有在“CEIET”的专门要求下方才生效。

## 第 4 条

“OWAC”所开展的活动的费用，应根据每个项目的实际情况逐案确定。

与组织活动相关的费用的支付（如实习、研讨班、工厂参观）应根据每次的具体情况分别进行安排。

## ART. 2

Under this agreement, and throughout its planned duration, the parties agree to collaborate in waste processing, environmental remediation, recycling of materials, heat and energy production. In particular, the following activities are set out:

- a) Development of industrial sites projects;
- b) Researching and analysis of the best technologies available to carry out specific initiatives;
- c) Conducting projects of applied industrial research;
- d) Joint conferences and workshops related to the technical activities carried out, including for the purpose of career guidance;
- e) Educational internships aimed at expanding on scientific and technical aspects;
- f) Development initiatives and business opportunities in the area of “Waste into Energy” in Europe.

## ART. 3

The Parties agree that the partnership referred to in Art. 2 is put into effect only at the specific request of the “CEIET”.

## ART. 4

The remuneration for the activities performed by “OWAC” shall be established on a case by cases basis, according to the activities to be carried out.

The payment of remuneration in relation to the organizational activities, such as internships, workshops, plant visits, shall be subject to

#### 第 5 条

本合伙协议的负责人为：

- 杨良生先生代表“CEIET”
- **Rocco Martello** 先生代表“OWAC”

#### 第 6 条

根据本协议所确立的活动成果应归双方共同所有。在本协议框架下所获成果的出版物应当由双方协商确定。如果有可以获得专利的成果，则应由双方在符合现行法律规定的作者/发明人的权利的条件下，根据对于有关发明的实际贡献而共同拥有和保存。关于共同所有权、知识产权管理和行为活动等旨在扩大发明及其产权的商业应用方面的问题，应适用于随后所签署的特别协议。

#### 第 7 条

双方保证要维护好双方合作的形象以及各自的形象。尤其是，双方的商标/标识均可用于本协议项下双方共同开展的活动。但无论如何，本协议均不表示协议任何一方有义务承担对方关于品牌和视觉识别相关费用，或有责任将有关品牌和视觉识别作为执行项目的一部分而用于商业及广告目的。本条不影响前一段中的规定。

different arrangements established on each individual occasion.

#### ART. 5

Those responsible for the partnership agreement in question are:

- for “CEIET”: **Mr. Yang Liangsheng**
- for “OWAC”: **Mr. Rocco Martello**

#### ART. 6

The results of the activities established under this agreement shall be jointly owned. Any publications of the results obtained in the partnership framework, shall be made by agreement between the Parties. In case of patentable results, these shall be jointly owned and jointly deposited, subject to the moral rights of authors/inventors under existing laws, and pursuant to the actual inventive contribution. Aspects regarding co-ownership, management of intellectual property and the actions and activities, aimed at enhancing and/or the commercial use of the invention and its property rights, shall be governed by special subsequent agreements.

#### ART. 7

The Parties undertake to protect and promote the image of the joint activities as well as each other's. In particular, the logos of the Parties may be used as part of the joint activities covered by this agreement. In any case, this agreement does not obligate either Party to any spending in the name of and/or grant and/or use of the brand and visual identity of either Party as part of the execution of projects for commercial and/or advertising purposes. This is

without prejudice to the provisions of the previous paragraph.

#### 第 8 条

除了上述方法外，当提到咨询费用时，可增加本协议的“附件”，以根据最能够恰如其分地达到本协议目的之条款来更好地确定合作的方法。

#### ART. 8

In addition to the means described above, when quoting the consulting cost, an "ADDENDUM" to this agreement may be set out that better establishes the means of partnership within the terms and manner deemed most appropriate to achieve the purposes covered by the agreement.

#### 第 9 条

本合作协议的期限应为自协议签发日期起一年，除非在协议到期前至少提前两个月由一方发出书面解除协议的通知并由对方进行了确认，否则协议到期时后将自动延长一年。

#### ART. 9

This partnership agreement shall have a term of one year from the date of issue and shall be renewed automatically for an equal period of time, unless a termination notice is provided in writing and certified by either Party at least two months before it expires.

#### 第 10 条

项目执行期间，如需员工到底现场，各方应分别承担各自员工的保险费。在任何情况下，协议方工作人员所使用的空间均应符合该国的规范要求。

#### ART. 10

Each party shall provide insurance coverage for their staff who, under this agreement, shall be called to attend the sites where the activities are performed. The use of the spaces by the staff of the agreeing Party is, in any case, governed by the regulations of the country of reference.

#### 第 11 条

要求协议当事双方的工作人员均要遵守本协议项下开展之活动所在地区及国家的法律和安全法规，并要相互遵守对方关于操作安全的规定。双方的工作人员，包括所有外部合作方（无论以何种形式指定）— 在进入双方所开展的活动的场所之前 — 均要获得关于预防、保护、健康和安全措施的信息，必要时，还需提供相应的获知声明。

#### ART. 11

The staff of both Contracting Parties shall be required to comply with the disciplinary and safety regulations in the sites where the activities covered by this agreement are performed, in mutual respect for the regulations for the workers' safety. The staff of both parties, including any of their external collaborators however designated, shall be required — before accessing the places pertaining to the Parties where the activities are carried out — to obtain information on prevention, protection, health



第 12 条

本框架协议使用中英文写成，并由中英文进行规定。如有歧义，应以中文为准。

如果本协议在解释和实施过程中发生争议，双方应先通过友好协商加以解决。协商不成的，应根据中国国际经济贸易仲裁委员会 (CIETAC) 之仲裁规则进行仲裁。

第 13 条

双方分别声明表示已经收到了对方的所提供的个人信息，均只许用于本协议之目的—包括口头传达的缔约前的活动信息、因本协议而收到信息以及在执行本协议过程中所收到的信息。

中国无锡 Wuxi, China

杨良生代表 CEIET



总经理 (GM)

(GENERAL MANAGER)

and safety measures, by providing an appropriate declaration as necessary.

ART. 12

This framework agreement is written both in Chinese and English and it is regulated with the same languages. Chinese version shall prevail.

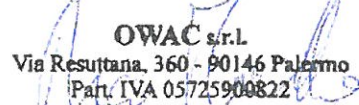
In the event of a dispute in the interpretation or execution of this agreement, the matter shall be resolved amicably in the first instance. Where this is not possible, it shall be arbitrated according to the provisions that are issued by the China International Economic and Trade Arbitration Commission (CIETAC)

ART. 13

The Parties mutually declare to be informed that the personal data provided – including verbally for pre-contractual activities or, in any case, collected as a result of and during the implementation of this agreement – shall be used exclusively for the purpose of said agreement.

意大利巴勒莫 Palermo, Italy

Mr. Rocco Martello 代表 OWAC



**OWAC s.r.l.**  
Via Resuttana, 360 - 90146 Palermo  
Part. IVA 05725900822

执行总裁 (CEO)

(CHIEF EXECUTIVE OFFICER)