

GENERAL CONDITIONS FOR CONSTRUCTION AGREEMENTS 施工协议之通用条件

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ARTICLE 1. GENERAL**第1条 总则**

1. The Contract of which these General Conditions are a part has been concluded in accordance with the principles of equality, mutual benefit and consensus. The Contract is comprised of the Contract Documents as identified in the Construction Agreement to which these General Conditions are attached.
本通用条件系在平等、互利和一致的原则下订立的合同的一部分。本合同包括附有本通用条件的施工协议所指明的合同文件。
2. The Contract shall be governed by and interpreted in accordance with laws and regulations of the PRC.
本合同受中华人民共和国法律和法规的管辖并依其解释。
3. These General Conditions apply to the Work to be performed on the Project as a whole, and to each and all elements of the project and to Contractors for same, should the Work be divided, and to subcontracts and additional work if ordered. Subcontractors, if any, shall be supplied by Contractor with a copy of these General Conditions and no contracts or arrangements with them shall conflict therewith.
本通用条件适用于项目中整体性实施的工程，亦适用于项目中的单项或个别工程；如果工程需要被分割，本通用条件仍然适用于承包商，且本通用条件同时适用于分包合同；如果业主要求了额外工程，本通用条件还适用于该额外工程。如果有分包商，承包商应向其提供本通用条件的复印件，且承包商与分包商之间的合同或安排均不得与本通用条件的内容发生冲突。

ARTICLE 2. DEFINITION OF TERMS**第2条 术语定义**

1. The term "Owner" shall mean the Air Products entity in the PRC as identified in the Construction Agreement to which these General Conditions are attached.
术语“业主”应指附有本通用条件的施工协议中所指明的空气化工公司在中国的法律实体。
2. The term "Contractor" shall mean the company awarded the Work by Owner, who together with Owner are the parties to this Contract.
术语“承包商”应指由业主向其发包了工程的公司，承包商与业主为本合同的双方。
3. The term "Engineer" shall mean the designated representative of Owner in charge of the Work for Owner, at the site of the Work, or elsewhere.
术语“工程师”应指由业主指定在工地或其它地点负责工程的代表。
4. The term "Project" shall mean the facilities, installations, structures and other subject matter as described in the Contract.
术语“项目”应指本合同中所述的设施、装置、结构和其他标的物。
5. The term "Subcontractor" shall mean any individual, firm, or corporation who contracts with Contractor or any other Subcontractor to furnish labor, materials or specially fabricated equipment at the site of the Project. Nothing herein, however, shall be construed as establishing any contractual relationship between Owner and any Subcontractor.
术语“分包商”应指与承包商或其他分包商签约的、在项目工地上提供劳务、材料或特制设备的任何个人、商行或公司。不过，此处任何内容均不得解释为在业主和任何分包商之间建立任何合同关系。
6. The term "Work" shall mean any and all activities Contractor shall be obligated or required to perform pursuant to the Contract.
术语“工程”应指承包商必须实施的、以及本合同要求承包商实施的任何以及全部行为。
7. The term "Final Payment" shall mean that payment by Owner to Contractor which, when added to all payments theretofore made by Owner to Contractor on account of the contract work and Contract Documents shall equal the Contract Price less the Retention and Quality Warranty.
术语“最终付款”应指当业主将该笔款项支付给承包商时，业主根据本合同项下的工程以及合同文件支付给承包商的款项总和等于合同价格减去留存款项和质量保证金后的金额。

8. The term "Contract Price," as used herein, shall mean the price set forth in, or calculated in accordance with the terms of, the Construction Agreement as may be adjusted from time to time in accordance with the Contract terms.
本合同中使用的术语“合同价格”应指施工协议中规定的或按照施工协议计算出的价格，该价格有可能按合同条款随时调整。
9. The term "Retention," as used herein, shall mean the difference between all amounts paid, up to and including Final Payment and the Contract Price less the Quality Warranty. The amount of such Retention shall be specifically set forth in the Construction Agreement.
本合同中使用的术语“留存款项”应指到最终付款时为止，包括最终付款在内所支付的款项总和与扣除了质量保证金后的合同价格之间的差额。留存款项的金额应当在施工协议中明确规定。
10. The term "Quality Warranty," as used herein, shall mean the difference between all amounts paid, up to and including the payment of Retention and the Contract Price. The amount of such Quality Warranty shall be specifically set forth in the Construction Agreement.
本合同中使用的术语“质量保证金”应指到支付留存款项时为止，包括留存款项在内所支付的款项总和与合同价格之间的差额。质量保证金的金额应当在施工协议中明确规定。

ARTICLE 3. CHANGES; EXTRAS AND CLAIMS

第3条 变更；额外费用及请求

1. Owner may, at any time, by a written order, make any changes in the Work. If any such changes cause an increase or decrease in the cost to Contractor, an equitable adjustment, mutually agreeable to both parties, shall be made to the Contract price as set forth in the Construction Agreement, in writing. Any claim by Contractor for an adjustment under this Article must be asserted in writing within ten (10) calendar days from the date a change is ordered. Even if the parties disagree upon the extent or amount of adjustment, Contractor shall proceed with the prosecution of the Work as so changed; provided however, that Contractor shall not be deemed to prejudice its claim to an adjustment by so proceeding.
业主可随时通过书面指令对工程作出变更。若任何上述变更对承包商造成成本增减，则应由双方相互协商，并对施工协议中确定的合同价格以书面方式作出公平的调整。承包商根据本条而作出的所有调整请求都必须在变更命令发出起的十（10）日内提交。即使双方在调整的程度及数额上未达成一致，承包商仍应继续实施变更后的工程，但承包商继续实施变更后的工程并不影响其请求调整的权利。
2. If Contractor desires to submit a claim for an adjustment under this Article for some reason other than a change in the scope of work, including but not limited to claims for delay, acceleration or productivity impacts, notice of Contractor's intent to make such claim shall be made within ten (10) calendar days from the date Contractor intends to allege that the work was impacted.
如果承包商希望在本条款下因为非工作范围变更的理由提出调整的请求，包括但不限于延迟，提速或生产效率受影响等请求，承包商提出这类请求的通知应在承包商声称其工作受影响之日起十日之内作出。
3. Any changes performed on a time and material basis shall be documented with daily reports listing the time and trades used, materials consumed, and hours and types of rental equipment used. Said reports shall be forwarded to Owner's representative no later than the following workday.
在工时及材料方面有任何变更均应在每日报表上进行记录，列出所用时间或占用工时、所耗材料、租用设备的耗时及类型。上述报表应在不迟于下一工作日呈交给业主代表。

ARTICLE 4. DRAWINGS; PARTS LISTS; INSTRUCTIONS

第4条 图纸；备件清单；指示

1. Where drawings are required, the fabricating, delivering, or installing of items covered by the drawings shall not commence prior to Owner approval of such drawings.
如果需要图纸，必须得到业主对图纸的批准确认，否则不得对图纸中所含项目进行制作、交付及安装。
2. Contractor shall furnish, at its own expense, all drawings, parts lists, catalogs, instructions, etc. which are required by the Contract Documents, or which, in the opinion of Owner, are required in connection with the Work. Approval of drawings by Owner, or the Engineer shall not relieve Contractor from responsibility for defects, insufficiencies, errors or omissions therein or resulting therefrom; and any

additional and corrective work and material required shall be performed by Contractor at its own expense.

承包商应当自行承担费用，提供合同文件要求的或业主认为工程中需要的所有图纸、备件清单、产品目录、说明书等。即便业主或工程师对图纸作出了批准，因图纸本身或由图纸而产生的缺陷、不足、失误或遗漏而引发的责任，承包商仍须负责；所有的额外或更正工作及其所需的材料均应由承包商自行承担费用进行。

ARTICLE 5. INSPECTION AND GUARANTEE

第5条 检验及保证

1. All workmanship, materials, equipment and articles shall be new and unused and shall be subject to inspection, examination and test by Owner (or its nominee) at any time and at any place during the manufacture, installation or construction thereof. Owner shall have the right to reject or require the correction of materials and workmanship, at Contractor's expense, which are not in strict accordance with the Contract Documents. If Contractor fails to proceed at once with the replacement of rejected material, equipment or articles, or the correction of defective workmanship, Owner may replace such material or correct such workmanship and charge the cost thereof to Contractor.

所有工艺、材料、设备及器件均应新备未用，且应可在其制造、安装、施工过程中随时随地接受业主（或业主指定的人）的检验、检查及测试。业主有权拒绝未能严格符合合同文件要求的材料及工艺，或要求承包商自行承担费用予以更正。若承包商对于被拒绝的材料、设备或器件未能即时更换，或未能即时更正有缺陷的工艺，则业主可对该等材料进行更换或对该等工艺进行更正，且造成的一切费用由承包商负责。

2. If Owner requires, before final acceptance of the Work, an examination of Work already completed, by removing or tearing out the same, Contractor shall furnish all necessary facilities, labor and materials therefor. If such Work is found to not meet the requirements of the Contract Documents, Contractor shall bear the costs of such examination and reconstruction. If such Work is found to meet the requirements of the Contract Documents, Contractor shall be reimbursed for actual costs of such examination and reconstruction.

在工程最终验收之前，若业主要求对已完成的有关工程搬移或开拆进行测试检查，承包商应提供测试所需的全部设施、劳务及材料。若发现上述工程未能满足合同文件中的要求，承包商应承担上述测试检查及重建的费用。若发现上述工程满足合同文件中的要求，则承包商可按上述测试检查及重建所涉及的实际费用获得补偿。

3. No failure of Owner to discover or reject materials or Work not in accordance with the Contract Documents shall be deemed an acceptance thereof or a waiver of defects therein. No payment, use or occupancy by Owner of the Work shall be construed as an acceptance of Work not in accordance with the Contract Documents

业主未能发现或未拒绝不符合合同文件要求的材料或工程，不得被视为业主接受了该等材料或工程，也不得视为业主放弃对其缺陷进行追究的权利。业主对工程的使用或进驻或付款不得解释为业主接受了不符合合同文件的工程。

4. Contractor shall, upon demand of Owner, and at Contractor's expense, repair and/or replace to Owner's satisfaction any Work and/or material furnished by Contractor which does not conform to the requirements of the Contract Documents, and/or where such repair or replacement is required in order for the plant, equipment or other material furnished hereunder to function in accordance with and as contemplated by the Contract Documents. Contractor shall have such obligation to repair or replace with respect to any such deficiencies in the Work which appear within the time period specified in the Construction Agreement from the last to occur of the completion of the Work, final acceptance of the Work by Owner, or the initial commercial operation of the plant, equipment or other materials furnished hereunder.

承包商应按业主要求，对于不符合合同文件要求的、由承包商提供的任何工程和/或材料予以维修和/或更换，直至业主满意为止，相关费用由承包商自行承担；如果为使根据本合同提供的机组、设备或其它材料按合同文件的要求正常运转而需要进行维修或更换，承包商也应自行承担费用进行上述维修和/或更换。对于在施工协议中规定的期间（自工程结束，或业主对工程最终验收合格，或根据本合同提供的机组、设备或其它材料首次商业运营这三个时间点中最晚的日期起算）内出现的上述缺陷，承包商有义务进行维修或更换。

ARTICLE 6. SUBCONTRACTING; ASSIGNMENT

第6条 分包；转让

No part of this Contract shall be subcontracted, assigned, transferred or delegated without the approval of Owner. Every subcontract shall be consistent with the terms of this Contract and shall contain a provision permitting the assignment thereof by Contractor to Owner.

未经业主批准，本合同的任何部分均不得被分包、指派、转让或转包。所有分包合同均应符合本合同条款，且应包含允许承包商向业主转让分包合同的条款。

ARTICLE 7. TERMINATION

第7条 终止

1. Owner may, at any time, for any reason or at its convenience, terminate this Contract upon not less than five (5) days written notice to Contractor. Upon termination, Owner may take over the Work, and may take possession of and utilize any materials, machinery, equipment and tools which may be on the site, and prosecute the Work toward or to completion.

业主可随时因任何原因或出于自身考虑，在至少提前五(5)天书面通知承包商后终止本合同。如果本合同终止，业主可接管工程，且有权拥有并使用工地上的任何材料、机械、设备、工具，并进一步实施工程，或继续实施工程直到完工。

2. Upon termination, Contractor shall not be entitled to receive any further payment until the Project has been fully completed and accepted by Owner. If the unpaid balance to be paid to Contractor hereunder exceeds any and all costs and expenses of completing the Work including, in the case of a termination due to the default of Contractor, deduction of any damages suffered by Owner as a result of such default, such excess shall be paid to Contractor by Owner; if such costs and expenses and in the case of a default termination, damages, exceed such unpaid balance, Contractor shall be liable to Owner for the excess.

如果本合同终止，在项目全部完成并经业主验收合格前，承包商无权获取进一步的付款。如果在本合同下应付而未付给承包商的余额超过完成工程所需的全部所有开支和费用（如果本合同因承包商违约而终止，该等开支和费用还应包括因承包商违约而给业主造成损失的损害赔偿金额），该差额部分应由业主支付给承包商；如果上述开支和费用（如果本合同因承包商违约而终止，该等开支和费用还应包括前述损害赔偿金额）超过未付的余额，则承包商应向业主支付那部分超额款项。

3. In the event of a termination by Owner where the Project is not completed, Owner shall only be obligated to compensate Contractor for the value of the portion of the Work performed to the date of notice of termination, less any prior payments to Contractor and less any damages suffered by Owner in the case of a default by Contractor.

如果业主在项目未完工时终止合同，则业主仅需按通知终止之止前所施的那部分工程内容的相应价值，并扣除先前已付给承包商的所有款项以及因承包商违约而给业主造成损失的损害赔偿金额后，对承包商进行补偿。

ARTICLE 8. DELAYS

第8条 延误

Upon encountering any delay whatsoever, Contractor shall give notice to Owner of such delay, stating the date such delay commenced and the apparent cause of such delay. Contractor shall submit said notice to Owner within ten (10) days following the first day of such delay or be forever barred from claiming cost reimbursement for such delay. Giving this notice is an absolute condition precedent to any claim by Contractor against Owner for delay. For any delay which is outside the control of Contractor or for which Contractor is expressly excused under this Contract, Owner shall reimburse Contractor such reasonable and necessary additional costs of performance hereunder caused by such delay and the time of performance of the Work shall be extended as appropriate.

无论出现何种延误，承包商均应通知业主，说明延误的起始日期及明确原因。承包商应在上述延误发生的第一天起的十(10)日内向业主呈交上述通知，否则将永远无权因上述延误向业主索取补偿。作出上述通知是承包商因延误向业主提出任何补偿的必要先决条件。对于任何超出承包商控制能力之外且承包商根据本合同的明确约定可免除责任的延误，业主应就上述延误对此后施工造成的合理且必需的额外成本向承包商作出补偿，且应适当延长施工时间。

ARTICLE 9. INDEMNIFICATION

第9条 赔偿

Contractor shall hold harmless, indemnify and defend Owner and its affiliates from any and all loss, liability, fine, penalty or other charge, cost or expense by reason of any claim, fine or penalty, or any action or suit for injury or death of any persons, including agents and employees, or for damage to property, including the

property of Owner and its affiliates in connection with the performance of this Contract by Contractor. Contractor shall be solely responsible for the payment of all contributions, taxes or premiums payable under any PRC state, provincial, city, district or local law in connection with its performance of this Contract.

对于任何与承包商履行本合同相关的、因索赔、罚款或处罚、有关人身（包括代理人 and 员工）伤亡或财产（包括业主和其关联公司的财产）损失的法律诉讼或法律行动而引起的所有损失、责任、罚款或处罚、或其他费用支出，承包商应保护业主及其关联公司不受损害，为业主及其关联公司抗辩，并向业主及其关联公司进行全部赔偿。承包商应根据中华人民共和国的国家、省、市、地区或地方法规，独自承担并支付与履行本合同相关的所有应缴纳的款项、税款或保险费。

ARTICLE 10. CONDITIONS OF SITE OF WORK

第10条 工地条件

1. Contractor hereby agrees that, prior to the execution of this Contract, it has made a complete examination, independent of any information given by Owner or its representatives, of all of the Contract Documents and of all the conditions of the Project site.

承包商特此同意，在签署本合同之前，其已对合同文件中一切内容及项目工地上的所有条件进行了全面检查，且其并未依赖业主或其代表提供的任何信息。

2. Contractor shall be responsible for all locations, dimensions and levels, and may depart from them only upon notice from Owner. Contractor shall take its own measurements at the site, verifying same with the drawings, and will be held responsible for the proper fit of completed Work in position.

承包商应对所有施工地点、尺寸及水平面负责，承包商只有根据业主的通知才可对之进行变更。承包商应自行对工地进行测量，确保其与图纸的一致性，且应负责使已完工的工程处于正确的位置。

ARTICLE 11. PATENT INFRINGEMENT

第11条 专利侵权

Contractor shall, at its own expense defend, indemnify and hold harmless Owner and its affiliates from and against any claims or suits based upon any allegation that the manufacture, use or sale of any materials, supplies and equipment furnished hereunder infringe the intellectual property rights of any third party.

如果任何第三方因声称根据本合同提供的材料、物资以及设备的生产、使用或销售侵犯了第三方的知识产权而提出索赔或诉讼，承包商应自行承担费用，保护业主及其关联公司不受损害，为业主及其关联公司抗辩，并向业主及其关联公司进行全部赔偿。

ARTICLE 12. INDEPENDENT CONTRACTOR; NO PRIVACY

第12条 独立承包商；无私人雇佣

It is understood that Contractor shall be and remain an independent contractor, maintaining control of its employees and operations, and neither Contractor nor anyone employed by Contractor shall be deemed to be a servant, employee or agent of Owner.

特此声明，承包商系独立的承包人，且将维持其独立承包人的身份，承包人对其雇员及运作将继续保持控制，承包商或其任何雇员均不得被视为业主的下属、雇员或代理人。

ARTICLE 13. TAXES AND PERMITS

第13条 税务及许可

All PRC state, provincial, city, district or local taxes, including but not limited to value added taxes and business taxes, applicable to the labor, material and services provided by Contractor, and any and all permits, licenses or fees necessary for Contractor to complete the Work, are deemed included in the Contract price and shall be separately stated on any invoice rendered to Owner. Owner may withhold taxes on payments made to Contractor as required by PRC law.

所有适用于由承包商提供的劳务、材料及服务的中华人民共和国的国家、省、市、地区或地方税收，包括但不限于增值税和营业税，以及承包商完成工程所需的任何及全部许可、执照或费用，均应视为已包括在合同价格中，且在呈交给业主的所有发票中均应单列说明。业主可以按中华人民共和国法律的要求从应付给承包商的款项中代扣代缴相应税款。

ARTICLE 14. PROTECTION OF CONTRACTOR'S AND SUBCONTRACTOR'S PROPERTY AND WORK

第14条 对承包商与分包商财产及工程的保护

Contractor shall, at its own expense, protect its, and its Subcontractor's, labor, materials, equipment, Work in progress and completed Work against any damage, injury, destruction, theft or loss. Owner shall be liable therefor only in the event that the same shall have been caused by the willful misconduct of any employee of Owner.

承包商应自行承担费用，保护其自身及其分包商的劳工、材料、设备、在建工程及已完工工程不受任何损害、伤害、毁损、偷窃或损失。业主仅在上述事项因业主的雇员故意造成时才负责。

ARTICLE 15. PAYMENT FOR MATERIALS AND LABOR; LIENS

第15条 对材料及劳务的付款；留置

1. Before Contractor shall become entitled to any payment of retained moneys under the terms of this Contract, it shall first submit completed Release and Affidavit and completed Release of Liens forms certifying that all of the labor, services, materials, equipment or supplies, provided by any Subcontractor, used or furnished in connection with the Work, in excess of US\$5,000 or equivalent in another currency, have been completely paid. If any Subcontractor notifies Owner of any unpaid claim, Owner shall have the right to withhold the amount of such claim out of any moneys due or to become due to Contractor and to make payment of any such claim from moneys due or to become due to Contractor.

在承包商有权得到本合同条款规定的任何留存金额前，承包商必须先呈交完整的索赔放弃宣誓书以及完整的放弃留置权声明的相关文件，以证明承包商已对由任何分包商提供的、用于或提供给工程的所有金额超过5000美元或其他等价货币的劳务、服务、材料、设备或物资全额支付了款项。如果任何分包商通知业主尚有未付款项，则业主有权从本应支付或将支付给承包商的款项中留出相同金额，并用于支付该等本应由承包商支付或将支付的款项。

2. Contractor agrees to keep the property to which this Contract relates free and clear of all liens, claims and encumbrances arising out of the performance of this Contract, and shall, at its own cost and expense take immediate action to remove any liens or encumbrances filed against the property by any of its Subcontractors, suppliers or laborers.

承包商同意使与本合同有关的财产不涉入因本合同的履行而产生的任何留置、索赔及权利阻滞，承包商应自行承担费用并立即采取行动，以清除由其任何分包商、供应商或劳务提供者对财产提出的任何留置或权利阻滞。

ARTICLE 16. PAYMENT AND TERMS THEREOF

第16条 付款及付款条件

1. Invoices shall be submitted in one original, as stipulated by the schedule listed in the Construction Agreement, to the address specified in the Contract. A separate copy shall be submitted to Owner's field representative at the same time.

根据施工协议中的规定，应呈交发票原件一份，送往本合同中指明的地址。同时应向业主驻工地的代表另行呈交一份发票的副本。

2. Payment to Contractor shall be based on the milestone payment schedule as set forth in the Contract, plus additional and/or extra work incorporated into this Contract via Amendment or Contract Change Order, less amounts previously billed and less the retained percentage as set forth in Clause 3 of this Article. However, no payment will be made by Owner unless Contractor has issued the insurance certificate to Owner in accordance with Article 17

业主应根据本合同中规定的里程碑付款表以及以合同变更单或修订案的方式增加的额外工作，扣除本条第3款规定的留存金额的部分，向承包商付款。但是，在承包商按第17条的规定向业主出具保险声明之前，业主没有义务支付任何款项。

3. Acceptance of Final Payment by Contractor shall be evidenced by the negotiation of any check or draft utilized to effect such payment where such acceptance is not otherwise specifically evidenced in writing. Acceptance of Final Payment by Contractor shall be deemed Contractor's acknowledgment supported by and in consideration of such payment, that: a) The only amount remaining due to Contractor from Owner by reason of this Contract and the work is the Retention and Quality Warranty; b) Contractor shall have, except with respect to its entitlement to the Retention and Quality Warranty, by receipt of Final Payment released and forever discharged Owner from any and all claims for extra or additional work, damages for breach of contract, negligence on the part of Owner relating to the work or the Project site, damages for delaying performance of the work, interest, or any other claims of any nature whatsoever. Unless and until Contractor shall accept Final Payment and shall comply with all the requirements for payment of the Retention and Quality Warranty set forth in this Contract,

it shall not, notwithstanding anything contained in this Contract to the contrary, be entitled to payment of the Retention and Quality Warranty.

如果承包商对最终付款的接受没有其他的书面证据，那么，支票的流通或以票据方式付款应当可以证明承包商对最终付款的接受。承包商对最终付款的接受应当被认为承包商基于该付款已经确认：A) 业主就本合同和工程仍未付给承包商的款项仅为留存款项和质量保证金；B) 除了对留存款项和质量保证金的权利外，承包商收到最终付款时，永久性地放弃并免除了业主对所有和任何额外工作的义务、并且永久性地放弃并免除了业主的违约赔偿责任、业主关于工程和项目现场的疏忽、业主关于工程延期的损害和利息的赔偿责任，以及其它任何性质的业主的赔偿责任。不管本合同有何相反规定，除非承包商接受了最终付款并遵守本合同中关于支付留存款项和质量保证金的所有要求，否则承包商无权要求留存款项和质量保证金的付款。

4. Approved invoices will be paid forty five (45) days after receipt of the correct invoice by Owner. 对于已被批准的发票，业主应在收到正确发票后的四十五(45)天内予以支付。

ARTICLE 17. INSURANCE

第17条 保险

1. Notwithstanding any other provisions of this Contract, Contractor shall, at its own cost, provide the insurance coverage with limits not less than those specified below with insurers and policy forms satisfactory to Owner during, and in relation to the performance of the Work and which shall remain in force as long as Contractor has any obligation under the Contract.

不管本合同中的其它条款如何规定，在工程实施过程中以及与实施工程相关的过程中，承包商应当自行承担费用，按照不低于以下所述的最低限额和险种，以业主满意的保单样式向业主满意的保险人购买下列保险，而且只要承包商在本合同下仍然负有任何义务，下列保险就应持续有效：

- A. Worker's Compensation Insurance as required by the applicable laws and/or regulations of PRC; 中华人民共和国的有关法律和/或法规所要求的工人赔偿险；
- B. Employer's Liability Insurance: Minimum 48 months salary for bodily injury claims and minimum 36 months salary for death claims; or equivalent limit consistent with local market practice; 雇主责任险：人身伤害最低48倍月薪和死亡最低36倍月薪或符合当地的标准；
- C. Commercial General Liability: Combined single limits of liability for bodily injury or property damage: USD 1,000,000 each occurrence and USD 2,000,000 annual aggregate; 公众责任险：人身伤害或财产损失合并的赔偿责任每次事故100万美元，每年累计200万美元；
- D. Automobile Liability, with Contractual Liability Coverage: Combined single limit of liability of USD 100,000 each occurrence for bodily injury or property damage for all owned, hired, and nonowned automobiles, which term shall include any land motor vehicle, trailer, or semitrailer designed for travel on public roads but excluding mobile equipment; 包括合约责任在内的车辆责任险：所有自有、租用、非自有的车辆（包括可以在公共道路上行驶的机动车、拖车和挂车，但不包括可移动设备）的人身伤害或财产损失合并的赔偿责任每次事故10万美元；
- E. Any other insurances which Contractor is required to take out under the applicable law of PRC or Contractor thinks to be necessary for the performance of the Contract. 中华人民共和国的有关法律要求承包商投保的其它保险或承包商认为系履行本合同所必须的其它保险。

2. The Owner and its employees shall be named as additional insureds on the policies as described in Clause 1 C above. All such policies shall declare that the insurer will endeavor to provide thirty (30) days' notice in the event of cancellation or nonrenewal of any policy.

业主及其员工应被列为上述第1款C项所述的保单下的附加被保险人。该等保单应声明，如果保单被取消或不续展，保险人将尽可能提前30天通知业主。

3. Contractor shall submit an insurance certificate in the form satisfactory to the Owner representing that Contractor has fully followed the requirements in this Article prior to commencing work hereunder. A waiver of subrogation in favor of the Owner shall be obtained from Contractor's Workers' Compensation, Employer's Liability and Commercial General Liability insurer. Contractor shall cause its Subcontractors at the jobsite to obtain and maintain insurance policies to protect the Owner in accordance with the above requirements.

在开始实施本合同下的工程之前，承包商应按业主满意的样式向业主提交一份保险声明，以保证承包商已完全遵守了本条的规定。承包商应从其工人赔偿险、雇主责任险以及公众责任险的保险人处获得该等保险人放弃针对业主的代位求偿权的弃权证明。承包商应促成其在现场的分包商按上述要求购买并维持保险，以保护业主。

4. The Owner makes no representation that the minimum limits or coverage types which it requires are adequate to protect Contractor. The insurance required to be maintained by Contractor herein shall not limit any obligation or liability which is the responsibility of Contractor under any related contracts or agreements.

业主并不保证其所要求的最低限额和险种对于承包商而言有充分的保障。本条所要求的保险不得限制承包商在任何相关合同或协议项下应当承担的义务或责任。

ARTICLE 18. TREATMENT OF DOCUMENTS; PATENTS AND INVENTIONS

第18条 文件处理；专利及发明

1. Any information submitted to Contractor by Owner or its representatives, or prepared by Contractor, in connection with any Work performed hereunder, shall be regarded as confidential, and Contractor shall not reveal their contents to any person, firm or corporation not authorized by Owner. All information relating to the Work hereunder shall remain or become the property of Owner and all such documents and copies thereof shall be delivered to Owner upon termination or completion of the Work under this Contract. The obligations of Contractor under the terms of this Article shall continue even though any or all of the Work under the Contract Documents may have been terminated or completed.

任何与工程有关，由业主或其代表呈交给承包商，或是由承包商准备的资料，均应视为机密，且承包商不得将其内容透漏给任何未经业主授权的人士、商行或公司。与本合同项下的工程有关的所有资料应为或成为业主的财产，且所有此类文件及其副本应在本合同项下的工程终止或结束时返还业主。本条规定的承包商责任应在合同文件中所述的任何或全部工程终止或结束后持续有效。

2. It is agreed that Contractor shall be obligated to transfer to Owner or its representatives, the benefits of all inventions, improvements, technical information and data resulting from or connected with the Work under this Contract. It is understood that all expenses of Contractor previously approved by Owner, in taking any of the steps required by Owner with respect to the transfer of the intellectual property rights described above, shall be reimbursed to Contractor by Owner.

特此协定，因本合同项下的工程产生的或与之有关的一切发明、改进、技术资料及其数据的利益，承包商均应转交给业主或其代表。双方同意，因承包商根据业主要求向业主转交上述知识产权而采取行动时发生的、且经业主事先批准的费用，应由业主补偿给承包商。

ARTICLE 19. SAFETY AND SECURITY; EXCLUSION OF UNAUTHORIZED PERSONS

第19条 安全及保卫；禁止未经授权人员的介入

1. Contractor acknowledges its duty and responsibility to comply with all safety and health requirements of Owner and its representatives applicable to the Work to be performed hereunder. Contractor shall be responsible to familiarize itself and its Subcontractors with such requirements and shall dismiss permanently from the Project any person(s) who violates any such requirements. Contractor agrees to review its Safety and Health Program for the Work with Owner prior to beginning performance of the Work and to demonstrate that it is complying with all applicable laws, rules and regulations.

承包商认可，其有责任遵守由业主及其代表提出的、适用于本合同项下工程的一切安全及健康要求的规定。承包商应负责使自身及其分包商熟悉上述要求，并且应当将违反了上述要求的人员永久性地从该项目中排除出去。承包商同意在开始实施工程前与业主一起审查其安全及健康规程，并证明其遵守了一切适用的法律、法规和规章。

2. Contractor shall not permit any person to enter upon the premises of Owner at the site of the Work or elsewhere, except in accordance with the safety and security requirements of Owner.

承包商应禁止任何人进入业主在工程现场或其它地方的场所，除非其符合业主的安全和保卫要求。

ARTICLE 20. ARBITRATION

第20条 仲裁

Any unresolved dispute between the parties in connection with this Contract shall be submitted for resolution exclusively to the China International Economic and Trade Arbitration Commission ("CIETAC") in Shanghai for final resolution by arbitration in accordance with the rules and procedures of CIETAC. The panel of arbitrators shall consist of three arbitrators.

与本合同有关的未解决争议应当且只能提交给位于上海的中国国际经济贸易仲裁委员会按照其规则和程序通过仲裁最终解决。仲裁庭应当由三名仲裁员组成。

ARTICLE 21. ENTIRE AGREEMENT; MODIFICATIONS; APPROVAL**第21条 全部协议；修改；批准**

1. It is agreed that this Contract constitutes the entire and only agreement between the parties hereto, superseding any previous agreements; that there are no agreements between the parties, pertaining to the Work hereunder, which have not been set forth herein; and that this Contract cannot be modified except by an instrument in writing duly executed and acknowledged on behalf of Owner.
特此协定，本合同构成了合同双方间的全部且唯一的协议，本合同取代了此前任何协议；亦即，双方未曾就本合同中未述事项达成有关该工程的任何协议；除非以业主的名义认可并签署书面法律文件，否则本合同不得被修改。

2. Any approval or consent of Owner required by this Contract shall only be effective if in writing and signed by a duly authorized representative of Owner.
本合同所需由业主作出的批准或同意，必须以书面形式作出，且由业主的授权代表签署后方可有效。