

无名企业管理咨询(上海)有限公司

WUMING Enterprise Management Consulting(Shanghai) CO., LTD

管理顾问协议书

Management Consulting Agreement

项目名称/Project Name.: 管理顾问
甲方(委托方)/ Party A (Client) : 浙江卓求传动有限公司.
乙方(咨询方) / Party B (Consultant): 无名企业管理咨询(上海)有限公司
合同编号/ Contract NO.: 31013880
签订地点/日期/Signing Place/Date.: 总经理.

依据《中华人民共和国合同法》，甲乙双方就管理管理咨询项目协商一致，签订本协议。

According to the Contract Law of the People's Republic of China, Party A and Party B have agreed to sign this agreement on this Management technique consultant item.

1、标的/Objective

1.1 管理顾问服务项目（在□内划×或√表示适用于该项目）/Service project of technique consultant (mark ×or √ in □, it means it is appropriate to this project.

标记 Mark	顾问项目选择 Choose Scheme	备注 Remarks
<input checked="" type="checkbox"/>	职责与权限管理 / Responsibility And Authority	
<input checked="" type="checkbox"/>	人力资源管理 / HR Management	
<input type="checkbox"/>	生产与作业管理 / Production and Operations	
<input type="checkbox"/>	生产过程质量控制 / IQC-IPQC-FQC-NQC-OQC	
<input checked="" type="checkbox"/>	企业文化建设 / Enterprise Culture	
<input checked="" type="checkbox"/>	客户关系管理 / Customer Relationship	
<input checked="" type="checkbox"/>	绩效考核解决方案 / Performance Assessment	
<input checked="" type="checkbox"/>	6S 现场管理 / 6S Field Management	
<input checked="" type="checkbox"/>	岗位交接、更换协调 / Job Handover	
<input checked="" type="checkbox"/>	物流（进销存）控制过程管理 / Logistic Control	
<input checked="" type="checkbox"/>	岗位在职及技能培训 / On-The-Job Training	
<input checked="" type="checkbox"/>	验厂服务 / Inspection Service	
<input type="checkbox"/>		
<input type="checkbox"/>		
其他/others:		

2、项目执行时间/Project implementation date.

双方约定项目执行时间在2019年6月12日至2020年6月11日（如因甲方的原因致使项目周期拖延的，乙方不承担相应责任）。

Both parties appointed the project implementation date from XXX to XXX(if because of Party A, the project period is delayed. Party B will not take the relevant responsibility.

3、管理咨询内容、形式和要求/The content, type and requirement of Management technique

3.1. 乙方负责制定管理顾问计划，并督促双方按计划实施。

Party B takes charge of Management plan and supervising both parties to implement according to the plan.

3.2. 为甲方主要管理人员进行有关标准的贯彻、培训。

Party B provides the relevant implementation and training for main managerial personnel from Party A.

3.3. 针对项目标准要求，对甲方进行设计开发等管理性提供指导（必要时）。

To provide the technique guidance of design and development for Party A according to the project standard requirement (when necessary).

3.4. 协助甲方为达到管理标准进行工厂硬件设施等改造提供必要的指导。

To assist Party A and provide the necessary guidance to meet Management standards for transformation of factory hardware facilities.

3.5. 协助甲方编制所需的各种作业指导性文件，指导甲方各项记录的填写等。

To assist Party A to make the required variety of job guiding document and guide to fill in all the record.

3.6. 帮助甲方同验厂机构、产品检验机构等的联络。

Help Party A to contact with Management organization, products inspection organization and so on.

4、甲方的协作事项/Party A's cooperation items.

在协议生效后的一周内，甲方应向乙方提供下列主要配合事项:

Within one week after the agreement came into effect, Party A shall provide Party B with the following key

issues:

4.1. 指定一名负责人（管理者代表或项目代表）全过程配合乙方管理咨询人员的管理咨询工作。

Designate a responsible person (manager or project representative) to cooperate with technical advisory staff from Party B in the whole procedure.

4.2. 明确管理咨询项目计划。Clear technical advisory project plan.

4.3. 为乙方提供管理咨询所需的各项资源（如资料打印、复印设备等）。

To provide all resources which applying for Management technology advisory need for Party B (for example: printing document, copy equipment and so on).

4.4. 按项目咨询计划安排，做好工厂检查所需的各项记录等准备工作。

According to the arrangement of applying for Management plan, to do the preparatory job of making all the required records when factory inspection.

4.5. 甲方必须妥善安排咨询老师差旅、食宿等事宜。

Party A must safely arrange the traveling, eating, dormitory and so on for the counselor.

4.6. 按《计量法》要求需送检的测量设备或必须进行型式检验的产品，必须及时送检，确保项目顺利完工（诸如此类的硬件费用由甲方自己承担）。

According to <Measurement Law>, if measurement equipment or products are required to be tested, must be sent in time to make sure the project can be finished successfully. (Such hardware fee is held by Party A).

5、保密承诺/Secretly promise

乙方相关人员严格遵守职业道德，未经甲方书面授权或许可，不得将甲方经营、生产状况及管理信息等以任何方式泄露给第三方，但下列情况除外：

Party B related personnel should be strictly obey professional ethics, without the written authorization or permission, Party A shall not disclose management, production status and technical information to the third party in any way. But except for the following situations:

5.1. 本协议签署前乙方得到的信息。Party B got the information before signing the agreement.

5.2. 甲方已公开的资料。Party A already in the public information.

5.3. 法律法规另有要求或国家主管部门要求时。Laws and regulations have requires or national authorities have requirement.

6、项目收费/Project fees

6.1. 项目总费用/The total cost of the project

本项目总金额为：¥ 120000 元（人民币： 壹拾贰万 元整）/The total cost of this project is XXX RMB only.

☐ 不含发票税/Non-tax invoices

☒ 含发票·增税额 6%/Containing Tax Invoice

6.2. 费用支付方式及时间/The methods and time of payment

☐ 签订协议时甲方在 3 天内支付 50%，项目时间过半后支付 50%。

will pay 50% in 3 days when signing the agreement. 50% will be paid after examination of 1/2 and adoption on-site;

☒ 其它支付方式/other: 每笔付，下期支付提前15天。

费用支付记录/Payment record: _____

公司银行帐户：

名称：无名企业管理咨询（上海）有限公司

帐号：31001600802055660037

开户行：中国建设银行股份有限公司上海天钥桥路支行

温州分公司银行帐户:

名称: 无名企业管理咨询(上海)有限公司温州分公司

帐号: 33050162871500000088

开户行: 中国建设银行温州双屿支行

7、协议的生效、变更与终止/Enforcement, change and termination of the agreement.

7.1. 在协议执行期间, 若有变更或补充内容, 经双方协商同意后以书面附件的形式记录, 且附件作为本协议不可分分割的组成部分与本协议具有同等的法律效力。

During the execution of the agreement, if change or supplement the content of the agreement by mutual consultations in the form of a written record of the annex, and the annex has the same legal effect with this agreement, as an integral part of this agreement.

7.2. 本协议一式二份, 甲乙双方各执一份, 具有同等的法律效力, 自双方签字之日起生效, 本项目完成时此协议终止。

A duplicate of this Agreement, each party shall hold one copy with the same legal effect. Go into effect since the date signed by both parties, the termination of this agreement when the project is completed.

8、违约责任/Liability for Breach of Contract.

8.1. 双方未经协商而单方终止协议, 违约方应向损失方支付违约金, 违约金为协议总费用之 20%。

Both parties terminate the agreement unilaterally without consultation. Defaulting party should pay the penalty which is 20% of the total cost of this agreement to another party.

8.2. 甲方未按预定计划完成相应义务, 导致本项目未能及时完成, 其后果由甲方承担; 甲方没有及时向乙方支付咨询服务费, 其后果由甲方自行承担。

Party A fails to finish scheduled corresponding obligations, resulting in delaying in the completion of this project. And the consequences borne by the Party A. Party A doesn't pay the consulting service fees to Party B timely, and the consequences borne by the Party A itself.

8.3. 乙方未按计划给甲方进行辅导, 导致本项目未能完成, 应由乙方承担相应责任。

Party B fails to provide guidance according to the plan resulting in failure to complete this project. The relevant responsibility should be held by Party B.

9、争议处理/Settlement of Disputes.

在协议履行过程中发生争议, 双方应当协商解决, 如达不成共识, 可以申请当地仲裁委员会仲裁, 或者按司法程序解决。

When dispute appears in the procedure of implementation the agreement, both parties should resolve through consultation. If both sides can't reach common perspective, they can apply for a local arbitration committee for arbitration or by the judicial settlement procedure.

10、本合同中英文的条款不一致时, 以中文版本为准。

In case there is any discrepancy between Chinese VERSION AND English version, the Chinese version should prevail.

11、郑重声明: 本合同复印无效; 正式合同均可在博泰管理顾问官方网站 (www.chinabotel.com) 查询。

Especially Declare: The copy of this contract is invalid. Pls check the formal contract on BOTEL Website: www.chinabotel.com.

12、其它事项/Other things.

甲方/Party A: 浙江卓永传动科技有限公司

地址/Address: 丽水市莲都区南明山街道仙露路20号

代表签字 (负责人/representative):

手机/Mobile:

电话/Telephone:

传真/Fax:

盖章/Stamp:

乙方/Party B: 无名企业管理咨询(上海)有限公司

联络分部/Which branches:

地址/Address:

联络代表/Project representative:

手机/Mobile:

联络分支/Which branches:

网址/Website:

邮箱/E-mail:

法人/President: 梁玉兰 Yulan Liang