

OSS Compass Project Cooperation Framework Agreement

Party A: _____

Party B: _____

Date of Signing: Day____Month____Year_____

Party A: _____

Authorized Representative: _____

ID Number of the Authorized Representative: _____

Address: _____

Postal Code: _____

Telephone: _____ Fax: _____

Party B: _____

Authorized Representative: _____

ID Number of the Authorized Representative: _____

Address: _____

Postal Code: _____

Telephone: _____ Fax: _____

This Cooperation Agreement (hereinafter referred to as "the Agreement") is entered into by and between _____

(hereinafter referred to individually as "Party A")

and _____ (hereinafter

referred to individually as "Party B") to carry out ☐ academic

research/☐ commercial product integration cooperation in the

project _____, for enhancing the academic

research/business impact and competitiveness of both Parties,

jointly promoting the research and development of the project,

achieving resource sharing, mutually complementing each other's

advantages, and improving the academic/commercial value of the

project. This Agreement is legally binding upon signature by both

Parties, who have agreed to its terms under the principles of

equality, mutual benefit, honesty, and friendly negotiation. Should

any Party disagree with any condition of this Agreement, they shall not sign it.

Article 1: Party B agrees to provide Party A with the 0SS
Compass' s open source software evaluation product services for ☐
academic research/☐ commercial product integration cooperation for
Party A' s project .

Article 2: The services provided by Party B include:

- OSS Compass' s open source software evaluation models
- OSS Compass' s open source software evaluation dataset.

Article 3: Party A shall pay Party B a fee of _____ (in ☐ RMB/☐ USD) within _____ days after the signing of the Agreement for the cooperation, by ☐ a one-time payment/ ☐ periodic payments (_____ times _____ year(s)). Party B's payment details are as follows:

Receiving Bank:

Branch:

Account Name:

Account Number:

Article 4: Party A acknowledges that Party B owns the product(s) _____, trademark(s) _____ and related intellectual property rights. Party B grants Party A the license to use the ☐ name(s), ☐ trademark(s), ☐ related graphics and logos of the product(s) _____ and trademark(s) _____ for the purposes of academic research and information dissemination during the cooperation period.

Article 5: Party A ensures that the product services and content authorized by Party B are used exclusively for the following tasks in Party A' s project :

☐ **Academic research work**, with both Parties agreeing to share the rights to research results, intellectual property, copyrights, and authorship in forms including, but not limited to, papers, academic research reports, software copyright certificates, patents, tangible software systems, or hardware products.

☐ **Commercial product integration work**, where, after integrating Party B's products, Party A has the right to independently price the commercial products generated, with Party B ☐ **not** participating in /☐ participating in the profit sharing, with specific profit-sharing methods as follows: _____.

Article 6: Party A ensures that it will not modify the content or form of the software product provided by Party B without the latter's consent.

Article 7: Both Parties shall establish technical and institutional information security protection mechanisms to prevent information leakage. Each party shall bear its own responsibility for all consequences and losses arising from the leakage of information or its acquisition by a third party due to its own reasons.

Article 8: Both parties shall be obliged to keep confidential the trade secrets and confidential information of the other party obtained in the process of negotiation, communication, technology application, signing and performance of this Agreement and shall not use them for other purposes other than this Agreement, and shall be obliged to bind the knowledgeable personnel (including employees, consultants, etc.) to keep confidential. Neither party shall disclose any such information to any third party without the written consent of the other party

Article 9: Without the written consent of the other Party,

neither Party shall disclose the contents of this Agreement to any third party, including but not limited to pricing terms, payment, payment methods, and cooperation modes.

Article 10: This Agreement shall take effect on the date of signature by both Parties and is valid until Day____ Month____ Year_____. The Agreement is in two copies, each Party holding one copy, both of which have the same legal effect. Amendments, renewals, and other unresolved issues of this Agreement shall be negotiated and supplemented by both Parties, with the supplementary agreements having the same effectiveness. In case of disputes between both Parties, they shall be resolved through friendly negotiation. If negotiation fails, the dispute shall be submitted to the court in the jurisdiction of Party B.

Party A:_____

Party B:_____

Representative Signature:

Representative Signature:

Date: Day____ Month____Year____

Date: Day____ Month____Year____