

Service Agreement

服务协议

This Agreement, dated as of ___, 2025, is entered into by and between, NYU Shanghai (“NYU Shanghai”), a Sino-foreign joint venture university organized under the laws of the People’s Republic of China (“China”), having its address at 567 West Yangsi Road, Shanghai, China, and Amanda Duarte Barbosa Arrais Oliveira, Brazilian passport number GC726600, having an address at Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033 (“Service Provider”).

本协议于2025年__月__日由上海纽约大学及Amanda Duarte Barbosa Arrais Oliveira签订：上海纽约大学（以下简称“上纽大”）为一家根据中华人民共和国（“中国”）法律成立的中美合作大学，地址为中国上海市杨思西路567号；Amanda Duarte Barbosa Arrais Oliveira，巴西护照号GC726600，住址为Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033（以下简称“服务提供者”）。

NYU Shanghai and the Service Provider are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

上纽大和服务提供者以下合称“双方”，单称“一方”。

WHEREAS, NYU Shanghai and Service Provider desire to confirm the terms of service being provided by Service Provider.

鉴于，上纽大和服务提供者希望确认服务提供者提供的服务的条款。

NOW, THEREFORE, the parties agree as follows:

因此，双方达成以下协议：

1. Services/服务.

- a. During the Service Term, the Service Provider will provide the services and deliverables set forth in Appendix A (the “Services”).

在服务期间，服务提供者应提供附件 A 所列出的服务和交付成果（以下简称为“服务”）。

- b. If either party wishes to request a change, addition, deletion or modification to any of the Services, or the method or timing of performance of the Services or take any action that shall impact on the performance or delivery or the total cost of the Services, such party shall present the proposed change to the other party, in writing (“Change Request”). All such changes will be discussed between the parties and Service Provider shall use reasonable efforts to

agree such Change Order without delay including a reasonable increase/decrease in the Service Fee if there is a material increase/decrease in cost to comply with such changes. Any such Change Request must be agreed to in writing signed by both parties.

如任一方意图就服务任何内容或服务履行方法或时间要求改变，增加，删减或修正，或采取任何将影响交付的履行或服务总费用的行动，该方应书面向另一方提交意图的改变（“改变需求”）。所有该等变化将由双方讨论，并且服务提供者应尽合理努力及时同意该改变需求，包括合理的服务费的增加或减少，如为实现该等变化导致费用的实质增加或减少的话。任何改变需求必须由双方书面签署同意。

- c. The Service Provider will provide any deliverables relating to the Services to NYU Shanghai. The Service Provider shall use his/her own equipment in providing the services. The Service Provider is entitled to employ other personnel to provide the Services. The time of services shall be decided by the Service Provider taking into account the specific arrangements of NYU Shanghai. Maria Adele Carrai, Assistant Professor of Global China Studies will serve as the contact person for the project in relation to which the Services are to be performed.

服务提供者应按要求向上纽大交付工作成果。服务提供者应使用其自有设备提供服务，并有权雇佣他人完成工作。具体工作时间由服务提供者参照上纽大提供的计划自行决定。上纽大全球中国学助理教授 Maria Adele Carrai应当作为与该等服务有关项目的主要联系人。

- d. "Service Term" means the period commencing on May 30, 2025 (the "Service Commencement Date") and continuing until December 31, 2025. During the Service Term the Service Provider is entitled to take up assignments from other clients as well.

“服务期间”是指从 2025 年 5 月 30 日（“服务开始日”）开始至 2025 年 12 月 31 日终止的期间。在此期间服务提供者有权同时承接其他客户的项目。

- e. Inspection. Once the Services have been completed, the Service Provider shall notify NYU Shanghai, and NYU Shanghai shall conduct the inspection. If the Services do not satisfy the requirements, the Service Provider shall rectify the matter for free until passing the inspection.

验收。服务完成后，服务提供者应通知上纽大，上纽大应开展验收。如服务未能满足要求，服务提供者应免费修正直至通过验收。

2. Service Fee and Payment/服务费及支付. In consideration for the performance of the Services provided by Service Provider, and after Service Provider passes the inspection of the Services by NYU Shanghai, NYU Shanghai will pay Service Provider in accordance with the schedule and rates set forth in Appendix B.

作为服务提供者提供服务的对价，服务提供者通过上纽大对服务的验收后，上纽大应按照附件 B 所列出的安排及费率向服务提供者进行支付。

3. Payments/支付.

- a. Except as may otherwise be agreed by the parties, payments required under this Agreement will be made in periodic installments from June 2025 to January 2026 by wire transfer to the bank account in accordance with instructions provided by Service Provider.

除非双方另有约定，本协议下要求的款项将从 2025 年 6 月到 2026 年 1 月 间根据服务提供者的指示分期以电子汇款的方式支付到银行账户。

- b. All payments made under this Agreement will be made by NYU Shanghai after receipt of written confirmation from Professor Maria Adele Carrai.

与本协议有关的所有款项应在上海纽约大学收到 Maria Adele Carrai 教授 的书面确认后予以支付款。

- c. All payments made under this Agreement will be made in a currency as mutually agreed to by the Parties.

与本协议有关的所有款项应采用双方一致同意的货币进行支付。

4. Taxation/税费.

- a. Except as otherwise specifically set forth in this Agreement, NYU Shanghai and Service Provider are responsible for their own taxes with respect to the provision and receipt of the Services under this Agreement according to the relevant tax laws and regulations of the People's Republic of China, other relevant countries and other tax jurisdictions, and applicable tax treaties.

除非本协议另有明确规定，上纽大和服务提供者各自承担根据中国、其他相关国家和其他税收管辖区的税收法律、法规和适用的税收协定所征收的、基于提供和接收本协议项下的服务而产生的税金。

- b. The Service Provider will be responsible for all applicable taxes owed in the PRC, including tax on service fee.

服务提供者负责承担在中华人民共和国境内的所有欠税（如适用），包括服务费所得税。

5. Representations and Warranties/陈述与保证. The Service Provider represents and warrants that:

服务提供者陈述并保证：

- a. it is properly established or taken to be established or registered and validly existing under the laws of its place of establishment;
其依照其设立地的法律正式组建或即将组建或登记并合法存续；
- b. it has taken all necessary action to authorize the signing, delivery and performance of this Agreement;
其已就授权签署、交付及履行本协议采取所有必要行动；
- c. it has power to enter into and perform its obligations under this Agreement and can do so without the consent of any other person;
其有权签订并履行本协议项下的义务，并且无需任何其他人的同意；
- d. it has obtained and will keep current all consents, registrations, filings, licenses and approvals necessary to perform the Services and carry on its business;
其已获得并将维持履行服务及继续营业所需的所有同意、登记、备案、许可及批准有效；
- e. the Services will be performed in a professional manner and in accordance with the specifications contained in Appendix A;
其应以专业手段从事该等服务，并遵守附件 A 所列出的具体要求；
- f. the Services will be rendered with due care and skill;
将以谨慎、专业的方式提供服务；
- g. the Services will be performed by personnel who are, appropriately trained, qualified and (if required by applicable law) licensed to perform the Services;
其会、将且应提供经过合适培训、具有相关资质、以及（相关法律规定时）具有相关从业执照的人员从事该等服务；
- h. the Service Provider has all right, title and interest in and to the Services, and all components thereof, to perform and provide the Services, and that, upon

completion of the Services, NYU Shanghai shall have all right, title and interest in and to the Services, including intellectual property rights;

其对于该等服务、及服务的各个部分拥有完全的权利、所有权和利益以履行并提供该等服务，且一旦服务完成，上纽大应就该等服务拥有完全的权利、所有权和利益，包括知识产权；

- i. the Services do not violate or infringe any copyright, patent, trade secret, trademark, trade name, right of privacy, or any other proprietary or other right of any person or entity; and

该等服务不得违反或侵犯其他个人或实体的任何著作权、专利、商业秘密、商标、商号、隐私权、专有权、或任何其他权利；以及

- i. the Services and any materials supplied in connection with the Services will be:

提供的该等服务及与该等服务有关的任何材料将：

- i. available for NYU Shanghai's review upon request from NYU Shanghai; 经上纽大要求，即供其审阅；

- ii. reasonably fit for any purpose made known to the Service Provider for which the Services are required; and

合理符合服务提供者已知的服务所需的任何目的；并且

- iii. of such a nature and quality expected to achieve any result made known to the Service Provider by NYU Shanghai.

具有上纽大告知服务提供者的达到预期效果所需的性质及品质。

6. Intellectual Property/知识产权.

- a. NYU Shanghai will own all right, title, and interest in and to the Services and each part and component thereof, whether or not patentable or copyrightable, and any copyright therein and patent application or patent thereon. Service Provider agrees that all right, title and interest in and to the Services has been transferred and assigned to NYU Shanghai. To the extent any background intellectual property rights of Service Provider are necessary for NYU Shanghai to fully exploit the Services, Service Provider agrees to disclose to NYU Shanghai prior to Service Provider's commencement of work hereunder, and Service Provider agrees to grant NYU Shanghai non-exclusive license rights thereto, sufficient for it to fully exploit the Services, without additional consideration.

一旦交付，对于该等服务及其任何组成部分，无论其是否能够受到专利权或著作权保护，上纽大均拥有其全部权利、所有权、权益、著作权、专利或专利申请权。服务提供者同意将服务中的全部权利、所有权和权益转让给上纽大。如果上纽大需要获得服务提供者的任何背景知识产权以充分使用服务，则服务提供者同意，在其在本协议项下的工作开始前，向上纽大披露相关知识产权，并授予上纽大使用该等知识产权的非专属许可权，使其能够充分使用服务。上述披露和授予不增加任何额外的费用。

- b. At NYU Shanghai's request, Service Provider will promptly give, execute, deliver, file, and record any and all applications, assignments or other instruments, and will do such other acts and things, as NYU Shanghai may deem necessary in order to confirm transfer, assignment, conveyance, and vesting in and to NYU Shanghai all right, title, and interest in and to the Services, each part and component thereof, all copyrights therein, and all patent applications and patents thereon; in order to assist NYUSH in prosecuting or defending any litigation and proceedings relating to the Services, any part or component thereof, any copyright therein, or any patent application or patent thereon; or in order to evidence or preserve NYU Shanghai's ownership of the right, title, and interest in and to the Services, each part and component thereof, all copyrights therein, and all patent applications and patents thereon. This Section will survive termination of this Agreement.

在上纽大提出要求时，服务提供者应立即提供、实施、交付、备案、记录相关申请、转让或其它文件，或实施上纽大认为必要的其它行为和措施，以便确认向上纽大转移、转让、让与及授予涉及服务及其各组成部分的全部权利、所有权、权益、著作权、专利权和专利申请权；协助上纽大就涉及服务及其各组成部分的全部权利、所有权、权益、著作权、专利权和专利申请权提起诉讼或进行抗辩；或者证明或保护上纽大所拥有的涉及服务及其各组成部分的全部权利、所有权、权益、著作权、专利权和专利申请权。本条之规定在本协议终止后仍然有效。

7. Use of the University's Name/大学名称的使用。Service Provider will not use the name, trade name, trademark, or any other designation of the NYU Shanghai, its affiliated universities such as New York University or East China Normal University (together, the "Universities"), any school, college, division, department, or other unit of the Universities, or any employee of the Universities, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (including without limitation in any portfolio or on any website or similar

forum) without the applicable university's prior written consent; however Service Provider may list and describe the Services provided to NYU Shanghai on Service Provider's CV/resume. This paragraph will survive termination of this Agreement.

未经有关大学（上纽大或其相关大学如纽约大学或华东师范大学，合称“大学”）事先书面同意，服务提供者不应在任何广告或任何出于商业或宣传目的的材料（包括但不限于书面材料、网站或类似平台）中使用大学、其学院、分部、学系、或其他部门或其员工的名称、商号、商标或任何其他标识，以及上述名称的任何缩写、简写、改写、或仿写形式；但服务提供者可在本人简历 / 履历中罗列或描述为上纽大提供服务之经历。本部分在本协议终止后仍将有效。

8. Confidentiality/保密.

- a. Each Party shall treat this Agreement and all non-public or proprietary information, whether commercial, technical, financial or of whatever nature, obtained from the other Party and their affiliates under this Agreement as confidential, and shall not, without the prior written consent of the other Party, use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its and its affiliates' employees and professional advisors who need to know such information to assist in performing its duties under this Agreement. The foregoing provisions shall not be applicable in case such disclosure is required by law, court or governmental authority. Neither Party shall make any public announcement regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, except to the extent required under applicable law.

各方应对本协议以及根据本协议从另一方及其关联机构处获得的所有商业性、技术性、财务性或任何其他性质的非公开或专有信息进行保密，并且未经另一方事先书面同意，不得使用或披露，或允许除为协助履行其在本协议项下义务而需要知晓该等保密信息的自身或其关联机构的雇员及专业顾问以外的任何人或实体使用或披露该等保密信息。如果法律、法院或政府机关要求披露该等保密信息，前述规定不适用。未经另一方书面同意，任何一方均不得发布任何关于本协议或本协议所拟议交易的公开声明，但适用法律要求的除外。

- b. The obligations in this Article shall continue throughout the term of this Agreement and survive its termination or expiration for a period of two (2) years. 本条项下的义务应在本协议的整个期限内持续有效，并且在本协议终止或期满后的二（2）年内继续有效。

9. Termination /终止.

- a. This Agreement may be terminated at any time by the Parties' mutual written agreement.

经协议双方的一致书面同意，本协议可随时终止。

- b. This Agreement may be terminated by NYU Shanghai, with or without cause, upon written notice of termination at least seven (7) days in advance.

无论具备理由与否，上纽大均可通过提前至少七天进行书面告知的方式以终止本协议。

- c. Either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

在下述情况下，任何一方均可在书面通知另一方后立即终止本协议：

- i. the other Party ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the notifying Party in writing) or is dissolved or struck off;

另一方停业、清算（为了正当的有清偿能力的重组或合并而进行的自愿清算，并且有关的条款事先得到通知方书面同意的除外）、解散或关闭；

- ii. the other Party is unable to pay its debts as they mature or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings;

另一方无法支付到期债务，或其全部或部分财产被指定给破产接管人、行政接管人或管理人（或其公司所在地或公司设立地的法律规定的任何类似官员或程序）管理，或正面临任何破产程序；

- iii. the other Party commits a material breach of this Agreement and fails to rectify such breach (where it is capable of being rectified) within 30 days of notice from the notifying Party specifying such breach; or

另一方严重违反本协议，并且在通知方指出违约后 30 日内未采取任何补救措施（可以予以补救的）；或

- iv. the other Party commits a material breach of this Agreement and such breach is incapable of being rectified.

另一方严重违反本协议，并且该等违约无法补救。

10. Effect of Termination/终止的效力.

- a. Upon any termination of this Agreement, Service Provider shall deliver to NYU Shanghai any and all Services (including deliverables and materials) of any kind in Service Provider's possession or control. Upon such delivery, NYU Shanghai will pay Service Provider a pro rata share of the fees for the Services Service Provider has completed to and including the termination date that is not subject to a good faith dispute between the Parties. Upon any termination of this Agreement, NYU Shanghai is not obliged to give Service Provider any additional payments other than what is required in this Agreement.

本协议终止后，服务提供者应向上组大交付其以任何形式拥有或控制的任何及所有服务，包括工作成果，以及材料。交付完成后，上组大应按照服务提供者至终止日当天已完成服务的比例向服务提供者进行支付，且终止日期无须通过双方善意争端解决机制确定。本协议终止后，上组大无义务为服务提供本协议规定以外的其他额外支付。

- b. Termination of this Agreement shall be without prejudice to any rights of either Party which may have accrued up to the date of such termination and the rights to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right including the right to recover damages and to a decree requiring any appropriate performance required by this Agreement.

本协议的终止对双方在终止日之前所产生的任何权利不产生任何影响。同时，协议的终止权并非唯一救济手段，而是对其他各种救济或权利（包括损害赔偿请求权以及要求对方按照本协议实际履行之权利）的补充。

- c. Any provision of this Agreement intended to survive termination and any obligation of confidence under this Agreement is independent and survives termination of this Agreement.

本协议中任何有意在本协议终止后继续有效的条款及任何保密义务均是独立的，并且在本协议终止后继续有效。

11. Insurance/保险. The Service Provider must maintain all insurance required by law during the term of this agreement. 服务提供者应必须在本合同的有效期限内按照中华人民共和国法律所要求的责任保险投保。

12. Indemnification/赔偿. Each Party shall be liable for and indemnifies the other Party against all liabilities, losses and damages incurred or suffered by the other Party as a result of that Party's breach of this Agreement, except to the extent that any such liabilities, losses or damages were caused by the other Party's acts or omissions.

每一方应分别承担并向另一方赔偿另一方因该方违反本协议而招致或蒙受的所有责任、损失和损害，但是，因另一方的作为或不作为而导致的任何该等责任、损失或损害除外。

13. Force Majeure/不可抗力. No Party shall be liable for any delay or failure to perform its obligations under this Agreement or any consequence of that delay or non-performance if that delay or non-performance is caused by any event beyond its reasonable control and it has taken reasonable efforts to prevent or limit the effect of the event. If a Party is affected by such an event that delays or prevents the performance of its obligations under this Agreement, it shall promptly notify the other Party of the occurrence of the event and its anticipated duration.

如果一方因任何超出其合理控制的事件而延迟履行或不能履行其在本协议项下的义务并且该方已采取合理努力来阻止或限制该等事件的影响，则该方无需就任何该等延迟履行或未能履行或因此而产生的任何后果承担责任。如果一方受到会导致延迟或阻碍其在本协议项下的义务履行的事件的影响，该方应立即通知另一方该等事件的发生及其预计持续期间。

14. Status of the Parties/双方地位. NYU Shanghai and Service Provider are and will be independent contractors; neither is the employee, agent or representative of the other. Nothing contained in this Agreement will create or be deemed to create any agency, partnership, association or joint venture between the parties hereto. Except as otherwise specifically set forth in this Agreement, no party hereto will have any right, power or authority to create any obligation or responsibility, express or implied, on behalf of the other Party hereto, or to bind the other party hereto contractually or legally in any way. Except as otherwise specifically set forth herein, no party hereto will suggest in any manner whatsoever that it has any right, power or authority to obligate or bind the other party hereto, or is the other party's agent or representative for any purpose, or that there is or will be any partnership, joint venture or similar arrangement between the parties hereto. Each party will be solely responsible for all employment matters relating to that party and its employees, including but not limited to, payment of all applicable federal/national, state, and local employment taxes, workers' compensation and disability insurance coverage

and other mandated employee benefits, as well as any non-obligatory fringe benefits.

上纽大和服务提供者均现在是并且将来也是独立缔约方，任何一方均不是对方的雇员、代理人或代表。本协议中的任何内容均不会或不应被视为在双方之间创设代理、合伙、联营、合资关系。除非本协议另有明确规定，任何一方均无权利、权力或权限以明示或暗示的方式代表另一方创设任何义务或责任，或以任何形式对另一方进行合同或法律约束。除非本协议另有明确规定，任何一方均不会以任何形式表明其有权利、权力或权限促使另一方承担义务或对其进行约束，或出于任何目的担任另一方的代理人或代表、或表明双方现在或将来会存在任何合伙、合资关系或类似安排。每一方对其各自所有的雇佣事宜及其雇员承担完全责任，包括但不限于支付所有适用的国家，联邦、州和地方雇佣税费、雇员薪酬、伤残保险和其他强制性雇员福利、以及任何非义务性额外福利。

15. Notice/ 通知. Any notice or other communications required or permitted hereunder shall be made in the English and Chinese languages and shall be sufficiently given if delivered in person or sent by registered or certified mail, postage prepaid, or via facsimile confirmed within a week by registered or certified mail as above provided, addressed as follows:

本协议项下所要求或允许的任何通知或者其他通信均应以英语和中文做出并且应通过专人递送、挂号信或保证邮件或预付邮资寄送的方式送达，或者如果通过传真送达，则必须在一周内以上述的挂号信或保证邮件的方式予以确认，送达地址如下：

If to NYU Shanghai:

Address: Room W732, 567 West Yangsi Road, Shanghai, China 200124

Attention: Maria Adele Carrai

Telephone No.: +1 917-609-8913

如果发送给上纽大：

地址：上海市杨思西路 567 号 W732 室 邮编：200124

收件人： Maria Adele Carrai

电话号码： +1 917-609-8913

If to Service Provider:

Address: Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033

Attention: Amanda Duarte Barbosa Arrais Oliveira
Telephone No.: +5521996881402

如果发送给服务提供者:

地址: Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033
收件人: Amanda Duarte Barbosa Arrais Oliveira
电话号码: +5521996881402

or such other address as shall be furnished in writing by any such Party, and such notice or communication, if not actually delivered earlier, shall be deemed to have been delivered as of the date so delivered in person, the date of transmission by facsimile (provided that a transmission is made during business hours in a working day to the intended recipient) confirmed by letter sent by registered or certified mail, or within seven (7) days after dispatch if dispatched by registered or certified mail. 或者是由任何该方书面通知的其它地址, 并且该等通知或通信, 如果实际上未能提前送达, 应以专人送抵之日为送达日; 如以传真送达且由挂号信或保证邮件确认, 传真发送日期 (如果传真是在工作日的工作时间发给指定收件人) 为送达日; 如果以挂号信或保证邮件送达, 应视为发送后七 (7) 日内送达。

16. Settlement of Disputes/争议解决.

- a. The Parties must settle any dispute under or relating to this Agreement ("Dispute") in accordance with this article.

双方必须依照本条规定解决本协议项下的或与本协议有关的任何争议 (以下简称“争议”)。

- b. A Party claiming that a Dispute has arisen must notify the Legal Representative of the other Party giving details of the Dispute.

提出争议的一方必须将争议的详情通知另一方的法定代表人。

- c. If any Dispute remains unresolved for twenty (20) Business Days from the date on which the above notice is served by one Party on the other, either Party may request a meeting within a further ten (10) Business Days between senior executives who shall have power to resolve the Dispute.

一方向另一方送达上文所述通知后二十 (20) 个营业日内, 争议仍未解决的, 双方均有权要求在此之后的十 (10) 个营业日内召开由有权解决争议的高级主管参加的会议。

- d. In the absence of agreement after the expiry of the above periods, either Party shall be entitled to submit the dispute to the courts at the domicile of NYU Shanghai.

如果在上述规定的期限内无法达成协议，则双方均有权将争议提交至上纽大住所地的法院。

17. Applicable Law and Jurisdiction/适用法律及管辖权. This Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the laws of the PRC.

本协议以及与本协议有关的任何事项均应由中华人民共和国法律管辖并依其解释。

18. Miscellaneous/其它.

- a. Compliance with Law. In their respective performance of the provisions of this Agreement, each Party will comply with all laws, rules, ordinances, regulations and all administrative and judicial interpretations applicable to it.

遵守法律。双方在分别履行本协议条款时将遵守所有适用的法律、法规、条例、规章以及所有的行政与司法解释。

- b. Assignment. Neither party may assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other party.

转让。未经另一方事先书面同意，任何一方均不得转让本协议项下的任何权利、责任或义务。

- c. Amendment. Neither this Agreement nor any term, provision, or condition hereof may be changed, supplemented, waived, or discharged orally, but only by an instrument in writing signed by both parties.

修订。不得对本协议以及本协议中列明的条款、规定及条件进行修改、补充、放弃或口头免除，双方就此签署书面文书的情况除外。

- d. Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject matter, and it supersedes any and all prior and collateral negotiations, agreements and understandings between the parties, whether written or oral regarding the subject matter.

完整协议。本协议构成双方之间有关标的事项的全部协议，替代双方此前所有关于标的事项的书面或口头的双边协商、协议和理解。

- e. **Successors and Assigns.** This Agreement will be binding on the parties and their respective successors and permitted assigns.

继承人和受让人。本协议将对双方及其各自的继承人和获准的受让人具有约束力。

- f. **Other.** Any waiver of any term, provision or condition of this Agreement in any one or more instances will not be deemed to be or construed as a further or continuing waiver of such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. If any provision of this Agreement is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect. This Agreement is not for the benefit of any third party. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered, will be an original, but all such counterparts will together constitute but one and the same instrument. Any appendices, schedules, riders and exhibits attached hereto are made part of this Agreement as if fully set forth in the text hereof.

其它。在任何一个或多个情况下对本协议中任何条款、规定或条件的放弃，不应被认定或理解为进一步或继续放弃此等条款、规定或条件。若本协议的任何条款在任何方面被认定为无效或不可执行，本协议其余条款仍然有充分效力。本协议并非为任何第三方的利益制定。本协议可由双方签署若干副本，每份副本签署及交付后均可作为协议的原件，但所有副本共同构成同一份协议。本协议的任何附录、附表、附文和附件均为本协议的一部分，正如本协议的正文部分所列。

- g. **This Agreement is written in Chinese and English. In case of discrepancy in interpretation between the two versions, the Chinese version shall prevail.**

本协议以中英两种语言书就。若中英文文本就相关条款解释存在歧义，以中文文本为准。

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

双方已于上述日期签署本协议，以昭信守。

NYU SHANGHAI
上海纽约大学

Name/姓名: Joanna Waley-Cohen

Title/职务: Provost

SERVICE PROVIDER
服务提供者



Name/姓名: Amanda Duarte Barbosa Arrais Oliveira

Appendix A: Description of Services

附件A：服务内容

Service Period: May 30, 2025 to December 31, 2025

Responsibilities:

- **Database Management:** Assisting in the development and organization of a dataset on Chinese foreign direct investment (FDI), with a focus on structure, sources, and consistency.
- **Data Entry and Verification:** Inputting, cleaning, and verifying data to ensure accuracy and usability.
- **Coordination with Project Lead:** Working under the supervision of Professor Michele Geraci to align data collection with the broader objectives of the Mapping Global China initiative.
- **General Research Support:** Providing additional administrative or research support related to the FDI database as needed.

服务日期：2025年05月30日至2025年12月31日

服务内容:

- **数据库管理：**协助建立和整理有关中国对外直接投资（FDI）的数据集，重点关注其结构、数据来源和一致性。
- **数据录入与核查：**负责数据的输入、清洗与核对，确保数据的准确性和可用性。
- **与项目负责人的协调：**在 Michele Geraci 教授的指导下开展工作，确保数据收集与 Mapping Global China 项目的整体目标一致。
- **一般研究支持：**根据需要，提供与 FDI 数据库相关的行政或研究支持。

Appendix B: Service Fee and Calculation Method

附件B：服务费用与计费方式

Service Fee: 20 USD/hour (pre-tax);

Payment Period: The Service Fee will be paid in periodic installments from June 2025 to January 2026, as agreed by the Parties. The Service Provider is responsible for logging and submitting working hours regularly for Professor Maria Adele Carrai to confirm. . Service fees are project-based, so there is no capped working time limit.

Payment Method: Wire transfer to Service Provider's designated bank account

Foreign Currency Account:

Beneficiary's Name (as indicated on the bank account): Amanda Arrais

Beneficiary's Residence Address: Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033

Bank Name (including branch name): Community Federal Saving Banks

Bank Address: 89-16 Jamaica Ave Woodhaven 11421, United States

Bank Account Number: 8312213194

SWIFT CODE: CMFGUS33

Routing Number: 026073150

Currency: USD

服务费: 20 美元/小时 (税前)

付款周期: 2025年6月至2026年1月由双方协商分期支付。服务提供者负责记录并定期将工时提交给Maria Adele Carrai教授确认。服务费以项目为基础，因此没有封顶工作时间限制。

付款方式: 电子汇款至服务提供者指定银行账户

外币账户:

收款人姓名（与银行登记信息一致）： Amanda Arrais

收款人住址: Avenida Vice Presidente Jose Alencar, 1500, Cidade Jardim, Jacarepagua, Rio de Janeiro, Rio de Janeiro, Brazil, 22775-033

开户银行及支行名称: Community Federal Saving Banks

开户银行地址: 89-16 Jamaica Ave Woodhaven 11421, United States

银行卡号: 8312213194

电汇交易码: CMFGUS33

ABA 码: 026073150

币种: 美元