

5. INTELLECTUAL PROPERTY RIGHTS

5. 知识产权

Company B acknowledges and agrees that:

B公司明确并同意:

- (a) it will not hold any Intellectual Property Rights of the Products and that Company A owns all Intellectual Property Rights of the Products; and
B公司不得持有任何知识产权, A公司拥有产品的全部知识产权; 和
- (b) it will not initiate any registration procedures in China or any other country of the International Property Rights of the Products that belong exclusively to Company A.
B公司不得在中国或其他国家注册属于A公司专有的产品国际知识产权。

6. COMING INTO FORCE AND DURATION OF AGREEMENT

6. 协议的生效和有效期

The Parties undertake to:

双方承担:

- (a) keep this Agreement in force from the time it is signed, which is indicated in the header, until..... [*insert date*];
协议自签字之日起生效, 直到..... [日期]
- (b) to include, as part of the clauses of the Agreement they might sign, a Confidentiality Clause, in the same sense as this Agreement; and
包括签署的保密条款在内, 均与本协议具有同等效力; 和
- (c) to keep this Agreement in force during a period of [*insert number*] years in the event that for any reason, they did not ultimately sign any Agreement, or in the event that the aforesaid Agreement did not include the Confidentiality Clause indicated in the previous paragraph.
无论以何理由, 如双方未最终签署本协议或前述协议中未包括前段指明的保密条款, 本协议仍在..... [数字]年内有效。

7. DELIVERY OF CONFIDENTIAL INFORMATION

7. 保密信息的交付

On termination of this Agreement, the Parties undertake to:

本协议终止时双方应承担:

- (a) deliver to the other Party at its registered offices, or at any other given address, the Confidential Information which might have been received during the validity of this Agreement; and
将保密信息交付到另一方的注册机构或其他给定的地址，保密信息应在协议有效期内被另一方接收到; 和
- (b) not to carry out any form of partial or total reproduction (copies, photocopies, photographs, plans or others), in any format, of the Confidential Information which has been received.
收到的保密信息不得以任何形式（复印、影印、照片、计划或其他）部分或全部复制。

8. NOTICES

8. 通知

All notices, requirements, requests, or other statements that might have to be made by the Parties with relation to this Agreement, will have to be made in writing, and shall be understood to have been properly made when they have been delivered by hand or have been sent by registered post to the address of the other Party indicated in the header of this Agreement, or any other address which each Party might indicate for these purposes. 双方发出的所有通知、要求、请求或其他声明均应需以书面形式且与本协议有关，当通知亲自递交或邮递到本协议指明的另一方地址或其他地址时均能被准确理解。

9. LAW AND JURISDICTION

9. 法律和司法管辖权

The Parties shall exercises their best efforts to resolve by negotiation any and all disputes, controversies or differences between them arising out or relating to this Contract. 合同双方应尽量协商解决由合同引起的或与合同相关的所有争议、矛盾和分歧。

Exemple de 2 pages sur un total de 16 pages de **Contrat de Confidentialité pour la Chine**
(version bilingue anglais-chinois).

Pour plus d'informations sur ce contrat cliquez ici:

[CONTRAT DE CONFIDENTIALITE POUR LA CHINE](#)