

Promotion Service Agreement

推广服务协议

This Promotion Service Agreement ("Agreement") is entered into on December 20th, 2020 by and between:

本推广服务协议（“协议”）由以下双方于 2020 年 12 月 20 日签署。

A. **MACMILLAN INFORMATION CONSULTING SERVICES (SHANGHAI) CO., LTD.**, a company incorporated in the PRC, whose registered office is at 42F-10/11, The Center, 989 Changle Road, Shanghai 200031, PRC ("**Macmillan**"); and

麦克米伦信息咨询服务（上海）有限公司，一家于中国设立的公司，注册办公地位于中国上海市长乐路 989 号世纪商贸广场 42 楼 10-11 单元，邮编 200031（“**麦克米伦**”）；和

B. **ZHENGZHOU UNIVERSITY**, a legal entity incorporated in the PRC, whose office is at, No.100 Science Avenue, Zhengzhou City, Henan Province P.R.China. Postcode: 450001 ("**client**").

郑州大学，一家于中国设立的法人，注册地址为：河南省郑州市科学大道 100 号，邮编 450001（“**客户**”）。

Macmillan and Client are collectively referred to as the "**Parties**" and individually as a "**Party**". The Parties have reached the following terms regarding the specific arrangements for the Services (as defined below), and agree to be bound by the Terms and Conditions between Macmillan and its partner (please refer to: http://partnerships.nature.com/wp-content/uploads/2019/11/A81546_Branded_Content_Terms_and_Conditions-Springer-Nature.pdf) ("**Terms and Conditions**"). Unless otherwise stated herein, the following terms not defined herein shall have the same meanings with those in the Terms and Conditions.

麦克米伦与客户合称“**双方**”，单称“**一方**”。双方就服务（定义见下文）的具体安排达成如下约定，并同意受麦克米伦及其合作方《条款与条件》（具体请见：

http://partnerships.nature.com/wp-content/uploads/2019/11/A81546_Branded_Content_Terms_and_Conditions-Springer-Nature.pdf）（“**《条款与条件》**”）的约束。除非另有说明，以下未定义之术语具有和《条款与条件》相同之含义。

1. **Commercial Clauses.** The Parties agree on the commercial clauses as follows:

商业条款。双方达成如下商业条款：

Macmillan Services 麦克米伦服务	See Schedule 1 参见附录 1
Fee 费用	RMB 225000, VAT included 人民币贰拾贰萬伍仟元整，含增值税
Date of Delivery 交付日	See Schedule 1 for details 参见附录 1
Payment 付款	All the fees will be invoiced in two batches. 50% of the fees will be invoiced 7 working days after signature; All the rest 50% fees will be invoiced in 7 working days after the date of publication of the first promotion content in Nature. Each payment should be made upon 30 working days after receiving the VAT Fapiao.



	所有费用分两次开具发票。50%的费用在双方签订合同后 7 个工作日内开具发票；其余 50% 的费用在第一期《自然》发布日期日后 7 个工作日内开具发票。每次收到相应发票后 30 个工作日内支付相关服务费。
Term 期限	December 20 th , 2020 – December 20 th , 2021 2020 年 12 月 20 日-2021 年 12 月 20 日
Applicable Law 适用法律	Laws of the People's Republic of China, without regard to the rules of conflict of laws. 中华人民共和国法律、法规，但不包括冲突规则。
Dispute Resolution 争议解决	Notwithstanding any contrary provisions on dispute resolution in Article 14.10 of the Terms and Conditions, for any disputes or claims arising out of or in connection with this Agreement and the subject matter or formation of this Agreement (including non-contractual disputes and claims), the Parties irrevocably agree to submit the disputes or claims to the China International Economic and Trade Arbitration Commission for arbitration. The place of arbitration shall be Shanghai, the PRC. 尽管《条款和条件》第 14.10 条对于争议解决有不同规定，但若因本协议及因本协议标的或成立而产生或与之相关的任何争议或索赔要求（包括非合同争议及索赔要求），双方不可撤销地同意，将该等争议、索赔要求提交至中国国际经济贸易仲裁委员会进行仲裁，仲裁地为中国上海。
Contact Information 联系信息	Macmillan: Sabrina MA, Institutional Services Manager, Nature Research 麦克米伦：马娜，机构服务经理，自然科研 Tel/电话:021-24225035, 13671896403 Email/电子邮件: sabrina.ma@nature.com Address: Unit 10-11, 42 F, The Center, 989 Changle Road, Shanghai, 200031 地址：上海市徐汇区长乐路 989 号，世纪商贸大厦 42 楼 10-11 单元，麦克米伦信息咨询服务（上海）有限公司 Client: Ms Ling FENG, Talent recruitment office, Zhengzhou University 客户：冯玲老师，郑州大学高层次人才办公室 Tel:/电话: 0371-67781087 Email:/电子邮件: fengling@zzu.edu.cn Address: Talent recruitment office, Zhengzhou University 地址：河南省郑州市科学大道 100 号郑州大学高层次人才办公室

2. Instructions on Related Clauses: 相关条款说明：

- 2.1 The Services set out in the Commercial Clauses are the “**Publisher Services**” defined in the Terms and Conditions.
商业条款中所列的服务即为《条款和条件》所定义之“**出版商服务**”。
- 2.2 For the purpose of provision of the Services hereunder to the Client, Macmillan may select a suitable partner (including Macmillan's affiliates) to provide the services, and to jointly perform the “**Publisher Obligations**” agreed to in the Terms and Conditions, without notice to the Client or obtaining Client's consent.

就为向客户提供本协议项下的服务，麦克米伦有权自主选择其认为合适的合作方（包括麦克米伦关联方）提供服务，并共同履行《条款和条件》所约定的“出版商的义务”，而无需通知客户或取得客户的同意。

- 2.3 The “**Publisher**” set out in this Agreement refers to the partner of Macmillan outside China that is selected by Macmillan to provide relevant services hereunder. “**Publication**” refers to any Journal or Digital Format published by Macmillan’s affiliate or partner outside China.

本协议中所述“出版商”是麦克米伦选择合作为客户提供本协议所述相关服务的中国境外合作方。“出版物”是麦克米伦合作方于中国境外出版的刊物或数字格式内容。

- 2.4 The Client accepts that the publication and editorial services for the “Publications” under this Agreement are to be provided by the suitable Publisher selected by Macmillan.

客户认可本协议中所涉及的有关“出版物”的出版、编辑工作由麦克米伦选择的合适“出版商”提供。

- 2.5 The “**Branded Content Order**” agreed to under the Terms and Conditions refers to the form under the Commercial Clauses set out in this Agreement.

《条款和条件》所约定的“品牌内容订单”为本协议所列“商业条款”。

3. **Relationship between the Terms and Conditions and the Commercial Clauses.** The Terms and Conditions, the Commercial Clauses and Instructions on Related Clauses constitute an entire agreement. In case of any discrepancy between the Terms and Conditions and the Commercial Clauses, the Commercial Clauses shall prevail.

《条款与条件》与商业条款的关系。《条款与条件》、上述商业条款以及“相关条款说明”约定构成一份完整的协议。若《条款与条件》与商业条款不一致的，将以商业条款约定为准。

By affixing seal or signing by authorized representative below, the Parties respectively agree to the terms of this Agreement (including the above “Commercial Clauses”, “Instructions on Related Clauses” and the Terms and Conditions).

通过以下盖章或授权代表签字，双方分别同意本协议条款（本协议包括上述“商业条款”、“相关条款说明”和《条款和条件》）。

Signed by: 签字:	Signed by: 签字:
Title: 职务:	Title: 职务:
Seal: 公章:	Seal: 公章:
For and on behalf of Macmillan 代表麦克米伦	For and on behalf of the Client 代表客户
Date: 日期:	Date: 日期:

SCHEDULE 1: MACMILLAN SERVICES

附录 1: 麦克米伦服务

Subject to the Agreement, Macmillan (together with its partners or affiliates) shall:
根据本协议, 麦克米伦 (与其合作方或关联方) 应:

Item 类型	Platform 渠道	Details 内容
Print Ads 纸质插页广告	Nature	One full page colored recruitment Ads in Nature×2 issues 在《自然》主刊中投放两次整版全彩招聘广告
Online Recruitment Website 求职网站在线招聘	www.nature.com/naturecareers	12 Months Premium Jobs package for two job postings, each one including Job Match, Logo in search, Logo in description, Spotlight, Highlight, Featured and 6 weeks of Job of the week 为 2 类职位投放提供 12 个月金牌在线招聘套餐, 每类职位含职位匹配、搜索 LOGO 展示、职位描述 LOGO 展示、搜索置顶、背景提亮、特殊标识和 6 周首页推荐
Wechat Promotion 微信推送	Nature research wechat official account	Wechat promotion within Headline link for once 微信头条底部连接推广 1 次
	自然科研微信公众号	Wechat mini program for one year 全年微信求职小程序
Total (VAT Included) after discount/RMB		
优惠后总价 (含税) : /人民币 225000 (贰拾贰万伍仟元整)		

So that Macmillan can provide its services, Client shall:

为使麦克米伦能够提供服务, 客户应:

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- provide the job description together with the high-resolution files of photographs, figures, logos to Macmillan to be included in the Advertorials 4 weeks before publication;
在广告上线之前 4 周内向麦克米伦提供职位描述以及添加在广告中的照片、图片、标识的高分辨率文件;
- review the draft Advertorial template designed by Macmillan and return revisions within one week of receipt;
审阅麦克米伦设计的广告模板草稿, 并在收到后一周内返回修改;
- provide wechat promote content for wechat posting one week before launching.
在微信上线一周之前提供在微信宣传内容。