

COOPERATION AGREEMENT

BETWEEN

CHINA FOREIGN TRADE CENTRE

AND

XXXXXX

1. **China Foreign Trade Centre** is hereinafter referred to as **CFTC**.
2. **XXXXXX** is hereinafter referred to as **XXX**.

CFTC and XXX agree to sign this Agreement, in light of:

- the common interest on the part of both Parties in developing mutually beneficial cooperation;
- the willingness by both Parties to make positive contributions to strengthening ties between businesses in China and XXX in their respective fields;
- the principle of complementary advantage, gradual progress, mutual benefit and long-term cooperation;
- and the recognized necessity for both Parties to establish stable and regular contact in order to achieve the intended goal of cooperation.

I OBJECTIVE

CFTC and XXX agree to jointly study the situation and take effective actions to strengthen cooperation between Chinese and XXX business institutions, with public promotion, mutual visits, trade fair and exposition, business travel and consultancy as major instruments for achieving the above-mentioned purpose.

II OBLIGATIONS OF CFTC

Through this Agreement, CFTC agrees to:

1. provide XXX's visiting delegations to China Import and Export Fair (CIEF, aka Canton Fair) with assistance and favorable VIP services, which include:
 - (1) invite XXX's visiting delegations to the CIEF and its major events.
 - (2) provide VIP LOUNGE and related service for XXX's visiting delegations, including consulting service, free Internet access, free local call and fax, snack and beverage.
 - (3) provide XXX's visiting delegations with Group Registration Service.
 - (4) Arrange events between two sides, such as meetings for senior officials of XXX and CIEF.
 - (5) Provide VIP Reception Service to guest speaker (chairman or high official)

from XXX invited for the CIEF seminars and workshops, which includes individual reception, hotel reservation, transport assistance etc.

(6) Provide interpreter assistance for XXX, and the cost will be borne by XXX.

2. provide XXX with assistance in holding seminars and presentations at the CIEF, and assist in arranging meeting venue and inviting Chinese enterprises to attend the events organized by XXX, and the expenses incurred will be borne by XXX.
3. provide XXX's exhibitors and buyers with assistance for exhibiting at the CIEF. Provide XXX with promotional materials of the CIEF and information of other exhibitions organized by the CFTC for the latter to extend them to the local enterprises.
4. provide free advertising service for XXX in the CIEF's Internal Publication during the CIEF session. The content of the advertisement should first be read and approved by XXX before it is published.
5. place a direct link to XXX's website on the official websites of CIEF and CFTC for free.
6. hold year-end overall performance review on the cooperative effort and every two years assessment will be held to rank all cooperative partners and subsequent awards, such as *The Best Organizer*, will be issued and announced to the public on the CIEF official website.

III OBLIGATIONS OF XXX

According to this Agreement, XXX agrees to:

1. facilitate promotion for the CIEF with XXX's relevant resources, including its Web and public relations resources. Provide free advertising for CIEF in the XXX's publications. The content of the advertisement should first be read and approved by CFTC before it is published.
2. provide reports on a regular basis to CIEF on business information of local market, which include but not limited to local market situation, local buyer information, demand and feedback for the benefit of CIEF.
3. encourage local enterprises and organize delegations to exhibit at CIEF or other fairs organized by CFTC according to the information provided by CFTC.
4. offer assistance to the CFTC's visiting delegation in facilitating its promotional activities to attract prospective buyers and exhibitors, such as arranging business activities with local government and business institutions and arranging the venue, and associated cost will be borne by CFTC.
5. place a direct link to official websites of CIEF and CFTC on XXX's official website.
6. assist in the marketing research and performance review by CIEF on the cooperative partners, and offer suggestions and advice for the cooperation.

IV DURATION, REVISION AND TERMINATION OF THE AGREEMENT

1. The Agreement is effective from the date of signature and is valid for 1 year.
2. Either Party may terminate this Agreement upon well-justified written notice to the

other Party.

V
SETTLEMENT OF DISPUTE

Any dispute arising from or in connection with this Agreement shall be resolved by senior officials of both Parties through consultation and negotiations. Failing such a solution, it shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in the city of Shenzhen, which shall be conducted in accordance with the Commission's arbitration rules currently effective at the time of arbitration. The arbitral award shall be final and binding upon both Parties.

Signed on date/month/year
At XXX

Signatory for CHINA FOREIGN TRADE CENTRE

Signatory for XXX

Title & Name

Title & Name

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