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阅读原文

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[E8_AF_91_E5_90_88_E5_c95_179231.htm](https://www.100test.com/kao_ti2020/179/2021_2022__E7_BF_BB_E8_AF_91_E5_90_88_E5_c95_179231.htm) 双方本着公平、自愿
和诚信的原则，经友好协商达成如下条款（包括基本条款以
及其他条款两个部分）：

Under the principles of fairness, free
will and good will, IT IS HEREBY AGREED between both parties as
follows (the Contract includes two parts, i.e. the General Articles
and the Contingent Articles) :-

(一) 基本条款：General

Articles 客户方委托设计方提供的建筑设计服务均以本合同各
项条款、附录、附表以及双方为履行本合同相关内容所签订的
补充协议等所约定的内容为准，设计方应按照双方的约定
和客户方的要求完成"A"工程设计的各项工作。本合同的附录

、附表、其他条款以及补充协议等附件是本合同不可分割的
部分，具有与本协定书同等的法律效力。 The architectural

design services that the Client appoints the Designer to provide shall
be in compliance with the provisions, appendixes and exhibits of the
Contract, as well as with the provisions in the supplementary

agreements in conjunction with the execution of the Contract that
have entered or may be entered between the parties. The Designer

shall carry out the design tasks for "A" Project according to the
agreement between both parties as well as the requirements of the

Client. Appendixes, exhibits, other articles and supplementary
agreements of the Contract are integral part of the Contract, and

shall have the same legal binding force with the Contract. 客户方委
托设计方为"A"工程提供的详细设计服务项目全部列于本合同

附表2《设计服务项目清单》中，同时设计方承诺按照该附表中客户方的要求提供列明的全部服务项目。 All detailed items of the design services that the Client appoints the Designer to provide for "A" Project are included in Exhibit 2 - List of Design Service Items . The Designer shall pledge that all service items listed shall be provided in accordance with the requirements of the Client.3

. 设计方提交工程D阶段的图纸设计深度，须满足附表3《客户方对设计成果的深度要求》的要求。 The depth of the drawings and designs for Stage D of the Project submitted by the Designer shall comply with the provisions in Exhibit 3 -

Requirements from the Client on the Depth of the Design Results.对于设计方提供的各项服务内容和设计成果，应及时根据客户方的要求、反馈意见或中国相关审批机关提出的修改意见以及相关的法律法规对方案进行必要的修改和调整，并按照附表4《设计方交图时间表》约定的时间内交付客户方。 The services and the design results provided by the Designer shall be amended and adjusted in a timely manner according to the requirements and feedback of the Client, the deliberations of the competent authorities of China, as well as relevant laws and regulations, and shall be delivered to the Client within the time frame provided in Exhibit 4 - Designers Submission Schedule for Drawings

.5. 客户方在此承诺按照本合同的各项约定，在设计方按照客户方的要求完成附表2中相应阶段的工作内容并得到客户方的书面确认通知后，客户方将根据附表5《费用、开支及付款方式》的相关约定向设计方支付相应工作阶段所列明的设计费用。 The Client hereby pledges that after the Designer completes

its tasks listed in Exhibit 2 in accordance with the requirements of the Client and after the Client issues to the Designer a written notice for confirmation, the Client shall advance to the Designer due design fees prescribed for different stages of the completion of tasks according to the Contract and Exhibit 5 - Costs, Expenses, and Payment Terms .6 . 客户方须按照本合同附表6《关于中方设计单位》中约定工作内容和要求在中华人民共和国境内指定一家建筑设计事务所（设计院或公司），提供与工程相关的服务，并在设计方的协调指导下完成工程设计的相关工作。 The Client shall designate within the territory of the Peoples Republic of China an architectural design firm, institute or company in accordance with the work tasks and requirements prescribed in Exhibit 6 - Regarding the Chinese Design Firm in order to provide services in association with the Project and to carry out other design-related tasks with the guidance and coordination of the Designer.7. 在"A"工程实施的整个期间，双方约定将严格按照本合同附表7《双方配合工作方式》中提到的各项内容进行配合。 During the course of construction of "A" Project, both parties agree to coordinate with each other in strict accordance with the provisions in Exhibit 7 - Coordination between the Parties.8 . 考虑到项目下一步市场推广、宣传的需要，设计方应提供主要设计人员名单、执业资质以及业绩介绍等作为本合同的附表8《设计方主要设计师介绍》 . In view of the next-step market promotion and promulgation activities, the Designer shall fill Exhibit 8 - Introductions to Major Designing Personnel of the Designers with the names, professional qualifications and summary of

accomplishments of the key designers from the Designer.9 . 在履行本合同期间，双方如有争议，应友好协商解决。对于不能协商解决的争议与纠纷应当一律提交中国国际经济贸易仲裁委员会进行仲裁，并以中华人民共和国的相关法律作为仲裁的依据，同时双方约定该机构的仲裁为最终裁决。 In the event of any dispute between the parties during the execution of the Contract, both parties shall work to solve it via friendly negotiations. Any dispute or conflict that cannot be solved via negotiations shall be referred to China International Trade Arbitration Committee , and relevant laws of the Peoples Republic of China shall apply. The parties shall also regard the award given by the arbitration committee as final.10. 本合同一式8份，其中中文、英文版本各4份，合同双方执中文、英文版本合同各2份，不同文字版本的合同具有同等法律效力。双方约定在发生纠纷或争议时须向仲裁机构提交不同文字版本的合同，在文字内容理解上发生歧议时应以中文版本为主。 The Contract is in octuplicate, four in the Chinese language and four in the English language. Each party shall keep 2 copies of both the English and the Chinese versions. Each copy of the Contract in either language shall have the same legal binding force. In the event of referring to arbitration when any dispute or conflict arises, a Chinese copy of the Contract and an English copy shall be submitted together. In the event of any dispute in the construe of the text of the Contract, the Chinese version shall prevail. 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com