

科技项目合作协议书

Agreement of Scientific and Technological Cooperation

项目名称：肉鸡养殖环境监测与智能调控关键技术联合研发

Project Name: **Joint research and development of key technology for broiler breeding environment monitoring and intelligent control**

项目申报单位：

Participant Organization:

甲方：江苏深农智能科技有限公司

Party A: Jiangsu Shennong Intelligent Technology Co., Ltd.

通讯地址：江苏省南京市浦口区江浦街道仁山路 1 号园区，210031

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项目负责人：王晓冰

Project Leader: [REDACTED]

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乙方：AGROSOFT Tabor, s.r.o.

Party B: AGROSOFT Tabor, s.r.o.

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项目负责人：邹修国

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丁方：南波西米亚大学

Party D: University of South Bohemia in České Budějovice

通讯地址： Branisovska 1645/31a, 370 05 Ceske Budejovice

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项目负责人： assoc. prof. Petr Bartos, Ph.D.

Project Leader: assoc. prof. Petr Bartos, Ph.D.

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甲乙丙丁四方经友好沟通，就肉鸡养殖环境监测与智能调控关键技术联合研发开展科技合作，并将面向全球市场，通过研发新产品，提高肉鸡智慧养殖的技术水平。现就合作开发达成一致，签署本协议，以资共同遵守。

Through friendly communication, four parties will carry out scientific and technological cooperation on the Joint research and development of key technology for broiler breeding environment monitoring and intelligent regulation based on data fusion, and will face the global market to improve the technical level of intelligent breeding of broilers through the research and development of new products. Now we have reached an agreement on cooperative development and signed this Agreement for mutual compliance.

一、 合作内容

I.Cooperation Content

1、 本项目以中国和捷克肉鸡养殖业中环境智能预警与精准管控系统的设计与研发为目标，研制具有自主知识产权的肉鸡智慧养殖系统。突破传统技术瓶颈，采用传感器与视觉技术实现多元数据多视场肉鸡养殖环境异常信息监测、肉鸡群体平均体重测量、死鸡与热应激等异常行为识别以及智能预警与调控等功能，完成肉鸡养殖场环境智能预警与精准管控系统的设计及制造，创建智慧养殖系统精益研发与智能制造方法结合的技术体系。

1. Research Goal: This project aims at the design and development of environmental intelligent early warning and precise management and control system in the broiler breeding industry in China and the Czech Republic. It develops an intelligent breeding system with independent intellectual property rights, breaks through the bottleneck of traditional technology, and uses sensor and visual technology to realize multiple data. Multi-field broiler breeding environment abnormal information monitoring, broilers average weight measurement, abnormal behavior identification such as dead or heat stress, as well as intelligent early warning and control functions, complete the design and manufacture of broiler farm environmental intelligent early warning and precise management and control systems, Create a technical system that combines intelligent early warning of abnormal environment and precise management and control system with lean R&D and intelligent manufacturing methods.

2、 技术内容

- (1) 肉鸡养殖环境异常信息监测系统研发
- (2) 鸡群平均重量系统关键技术研发
- (3) 死鸡识别系统关键技术研发
- (4) 肉鸡热应激行为识别关键技术研究
- (5) 多功能巡检预警及调控系统关键技术研发

2. Technical Content

- (1) Design and development of abnormal information monitoring system for broiler breeding environment.
- (2) Design and development of key technology for average weight system of broilers.
- (3) Design and development of key technology for dead broiler identification system.
- (4) Research on key technology of heat stress behavior identification for broilers.

(5) Design and development of key technology for multi-function inspection, early warning and control systems.

3、合作方式：分工合作，共同开发，利益共享

3. Cooperation mode: Individual contribution, collaborative development and benefit-sharing.

4、合作期限：2023年1月-2025年12月

4. Cooperation Duration: 1/2023 – 12/2025

5、利益分配

5. Profit Distribution

四方负责各自前期投入的研发经费，并向各自国家的科技主管部门申请科技经费资助。

The four parties are responsible for the R&D expenditures of their respective investments and apply to the science and technology authorities of their respective countries for funding for science and technology.

二、四方分工情况

II. Individual contribution

1、甲方

1. Party A

江苏深农智能科技有限公司主要负责完成肉鸡养殖环境异常信息监测系统和多功能巡检预警及调控系统关键技术研发

Jiangsu Shennong Intelligent Technology Co., Ltd. is mainly responsible for the completion of the key technology research and development of the broiler breeding environment anomaly information monitoring system and the multi-functional inspection warning and control system

2、乙方

2. Party B

AGROSOFT Tabor, s.r.o. 主要负责完成基于多源信息融合的肉鸡视频数据获取设备的研发和多视角多视场肉鸡信息融合技术的研究

AGROSOFT Tabor, s.r.o. is mainly responsible for completing the research and development of broiler video data acquisition equipment based on multi-source information fusion and the research on multi-view and multi-field broiler information fusion technology

3、丙方

3. Party C

南京农业大学主要负责完成基于计算机三维空间分析技术的肉鸡平均体重预测模型建立和肉鸡热应激行为识别关键技术研究

Nanjing Agricultural University is mainly responsible for completing the establishment of the average body weight prediction model of broilers based on computer three-dimensional space analysis technology and the research on key technologies for broiler heat stress behavior identification

4、丁方

4. Party D

南波西米亚大学主要负责完成基于视觉技术和深度学习的死肉识别系统关键技术研发、合作开发肉鸡平均体重预测模型

The University of South Bohemia in České Budějovice is mainly responsible for completing the research and development of key technologies of dead broiler identification system based on visual technology and deep learning; cooperation on the development of the average body weight prediction model of broilers

三、四方权利、义务与责任

III. Rights, Obligations and Responsibilities of the Four Parties

1、四方应按照合作方案开展项目研究，并保证研究活动的合法性。

1. The four parties shall not only develop project research based on the agreement, but also ensure the legitimacy of research activities.

2、四方需定期以互访、科研报告等形式交流工作进展情况，并提交书面材料。

2. The four parties need to exchange research information on a regular basis via site visits and progress reports with written documents.

3、在四方合作过程中，任何一方无权干涉其他方的内部管理。

3. Any party has no rights to interfere internal management of other parties in the course of collaborative research.

4、四方应以诚信为本，互相交流和切磋业务动作状况，以便相互促进。

4. The four parties shall honestly and mutually exchange relevant research information to assist one another.

四、研究费用使用。

IV. Use of Research Funds

研究经费需按照各个国家项目资金管理规定使用，不得用于项目无关事项。具体经费使用按共同建议书的经费进行投入和使用。

Research funds shall be strictly used in accordance with the regulations issued by the funding agency, and shall not be used for other unrelated projects. The specific use of funds is invested and used in accordance with the provisions of the Common Proposal. The information and conditions stated in the project documentation of the respective country (TACR for the Parties B and D) are decisive for the implementation of the project by the given party and take precedence over the provisions of this contract.

五、成果分配

V. Achievement Distribution

合作前四方已有的知识产权归各自所有，合作过程中新产生的所有技术秘密及专利归研发方所有。

The existing intelligent properties prior to this cooperative project belong to individual parties. But all new technical secrets and patents generated during the cooperation process are owned by the R&D party.

(1) 论文发表：四方可以单独将本方完成部分的研究成果以论文形式单独发表；联合发表论文时，完成单位和论文作者排名将按照实际贡献大小排序方式进行；

(1) Publications: The four parties can separately publish the research results of the completed part of the party in the form of papers; when jointly publishing the papers, the rankings of the completed units and the authors of the papers will be sorted according to the actual contribution size;

(2) 合作各方根据在合作期间所获取的成果，包括论文、专著、专利以及鉴定、成果报道等可根据需要注明研发合作项目来源。

(2) The R&D Cooperative Project shall be acknowledged in all the papers, monographs, patents, certificates and reports generated from this project.

六、保密条款

VI. Confidentiality

1. 四方对项目所涉及的内容及合作过程中知晓的其他方的重要信息负有保密义务。未经另一方同意，不得将上述内容向其他任何第三方透漏。

1. The four parties shall have the obligation to keep confidential the contents of the project and the important information of other parties known in the course of cooperation. The above content may not be disclosed to any other fourth party without the consent of the other party.

2. 四方所提供给对方的一切资料，专项技术和对项目的策划设计要严格保密，并只能在合作方的业务范围内使用。

2. All the information provided by the four parties to each other, special technology and the planning and design of the project shall be strictly confidential and shall only be used within the business scope of the partner.

3. 凡涉及由四方提供与项目资金有关的所有材料，包括但不限于资本营运计划，财资情报、客户名单、经营决策、项目设计、资本融资、技术数据、项目商业计划书等均属保密内容。

3. All project-related information provided by the four parties belongs to confidential information, which includes but not limited to capital operation, financial information, customer information, business decision, project design, capital investment, technical data, business plan and so on.

4. 凡未经四方书面同意而直接、间接、口头或者书面的形式向第三方提供涉及保密内容的行为均属泄密。

4. Without the written agreement by all the four parties, release of any project information by any single party, by direct, indirect or written form, to other parties will be regarded as divulgence.

5. 保密条款和出版指南涉及项目的技术部分和项目合作伙伴的内部信息。

项目方可以自由宣传项目参与，而无需发布技术细节或机密信息。

5. The secrecy provisions and publication guidelines concern only the technical part of the project and internal information about the project partners.

The project parties are free to publicize project participation and other general information about the project without publishing technical details or confidential information.

七、违约责任及风险承担

VII.Contract violation and risk responsibility

1、任何一方违反本协议约定，导致项目合作无法进行的，其他方有权变更、解除协议，违约方应承担由此给对方造成的一切损失；

1. One party has the right to alter or terminate this agreement if the other parties fail to comply with. The violation party shall bear all the losses.

2、项目合作期间中如遇不可抗拒的因素导致协议不能履行的，四方各自承担自己的损失，均不承担违约责任。四方应尽快通知对方以将损失控制在最小范围并共同协商变更或者解除本协议；

2. If this agreement cannot be fulfilled caused by irresistible factors during the project, each party shall undertake its own loss and does not bear the liability for contract violation. Each party shall notify others at its earliest time in order to control the loss to the minimum level, find an alternative solution, and even terminate this agreement.

3、除上述情形外，任何一方欲变更、解除本协议，必须提前 30 日以书面形式通知另一方；

3. Except the above circumstances, each single party shall send written notice to the other parties 30 days in advance if any alteration is required.

八、四方其他特殊约定

VIII.Other Special Agreements

1、在研究过程中如因一方的技术导致侵犯他人专利或相关知识产权所造成的损失由过错方自行承担。

1. If a party infringes others' patents and intellectual property rights, the party shall bear all the losses.

2、本合同以英文书写并翻译成中文。语言版本之间如有差异，以英文版本为准。

2. This contract is written in English and translated into Chinese. In case of differences between language versions, the English version shall prevail.

九、争议的解决办法

IX. Dispute Solution

如果在履行本合同的过程中发生任何争议，由四方协商友好解决。

In case a party fails to resolve the dispute occurring during the project, it shall be settled through friendly negotiation by the four parties.

十、其他

X. Other

1、本协议未尽事宜可由四方协商签订书面补充协议，补充协议同本协议具有同等法律效力。

1. Matters not covered in this Agreement may be negotiated by four parties to sign a written supplemental agreement, which has the same legal effect as this Agreement;

2、本协议经四方签字盖章后生效，一式四份，四方各执一份，具有同等法律效力。

2. This Agreement shall become effective after being signed and sealed by four parties, in four copies, each party shall hold the same copy and have the same legal effect.

甲方：（签章）



Part A:

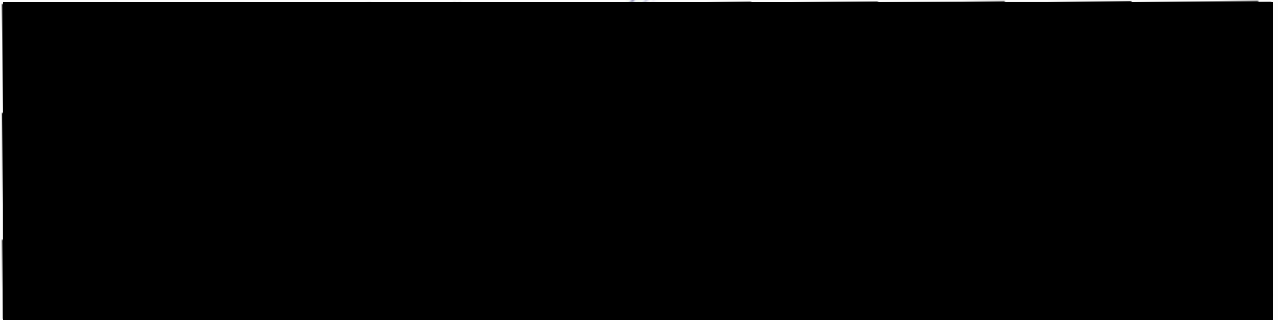


日期：2022.7.8

Date:

乙方：（签章）

Part B:

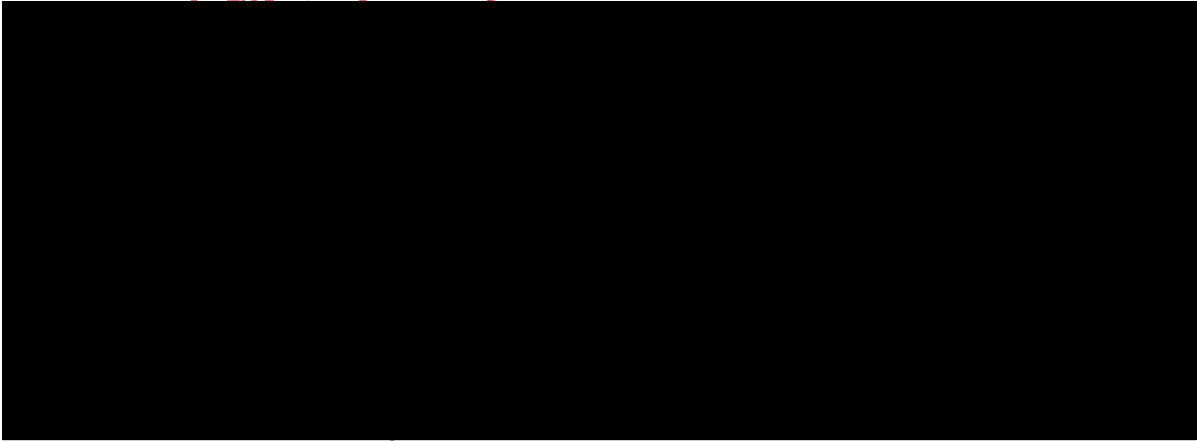


日期：

Date: 11.7.2022

丙方：（签章）

Part C:



日期：2022.7.8

Date:

丁方：（签章）

Part D:



Legal Representative: Prof. PhDr. Bohumil Jirousek, Dr.

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日期：

Date:

11/07/2020