**Memorandum of Understanding (MoU)**

**Of Strategic Cooperation for [Country of Distributor] Vacuum Equipments Market**

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This Strategic Co-operation Agreement (hereafter as the “Agreement”) is made and effective on **XXXX, 2020**.

**BETWEEN: SHENYANG HENGJIN VACUUM TECHNOLOGY CO.,LTD.,** also known as **‘HEGNJIN’** brand name,(the “Party A”), a corporation organized and existing under the laws of the REPUBLIC OF CHINA, with its head office located at:

**[Xueyuan Road NO.1, Hunnan New District , Shengyang, Liaoning, P.R.China]**

**AND: [company],** (the “Party B”), a corporation organized and existing under the laws of the [country], with its head office located at:

**[XXX]**

The parties agree as follows:

1. **Agreements**
2. Both parties desire to join together for the pursuit of common business goals.
3. Both parties desire to enter into a co-operation agreement as the most advantageous business form for their mutual purpose.
4. **RESPONSIBILITIES & RELIABILITIES**

**Party B**

* Party B invests into the sales & marketing of *vacuum equipments (vacuum sintering furnace, vacuum brazing furnace, vacuum heat treatment furnace,* vacuum gas/oil quenching furnace,vacuum crystallization furnace, vacuum continuous furnace, *vacuum induction melting furnace*, vacuum hot pressing furnace *and etc.)& accessories* in potential market in [Country of Distributor], offered by Party A.
* Party B to do the survey and forecast order quantity for *vacuum equipments (vacuum sintering furnace, vacuum brazing furnace, vacuum heat treatment furnace,* vacuum gas/oil quenching furnace,vacuum crystallization furnace, vacuum continuous furnace, *vacuum induction melting furnace*, vacuum hot pressing furnace *and etc.)& accessories* in [Country of Distributor] market.
* Party B will handle the distribution, logistics, transport, sales & support in [Country of Distributor] without charging anything to Party A.
* Party B will appoint personnel & provide direct support to the clients, system/equipment. Party B will buy spares from Party A as & when required by it or its customers.
* Share demonstration feedbacks from Party B clients in [Country of Distributor] to Party A as required.
* Party B shall forward once every three months to party A detailed reports on current [Country of Distributor] market conditions and of consumers’ comments. Meanwhile, Party B shall, from time to time, send to party A information of similar commodities offered by other suppliers, not limited to their prices, sales information and advertising materials.
* Should Party B fail to pass on his orders to Party A in a period of 12 months for a minimum of 200,000 USD, Party A shall not bind himself to this Agreement.

**Party A**

* Guarantee in time delivery for every order as schedule set.
* Party A to make sure the product quality meets its official documentations. Also, Party A to inform about new product launches and developments for the category of products & accessories related to vacuum equipments.
* Provide training to the engineers of Party B for better support and service in [Country of Distributor]. Party A to provide after sale employees and engineers to Party B [Country of Distributor] office/factory for supporting of vacuum equipments operating, repair, and maintenance training and other services as if in Party B needs. Costs caused should be negotiable by both Parties on a case-by-case basis.
* Upon specific customer requirements, Party A would remove Chinese or other Non-English symbols or prints, for considerable quantity orders as decided mutually at the time of procurement.
* Party A offers special discounted prices to Party B while Party B acts as an agent for the country of [Country of Distributor].
* Provide trade in FOB [exportation port] terms.

1. **PROBATION PERIOD**

A twelve-month probation period has been agreed herein by both Parties to determine the sales targets for cooperation during this period and the manner of cooperation, which may be implemented in accordance with the supplementary agreement reached between the parties herein.

1. **COMMUNICATION STRUCTURE**

For a better future business development, Party A and Party B shall establish a regular meeting schedule for the business assessment, business flow and information exchange.

1. **CONVENANT AGAINST REVEALING TRADE SECRETS**

No party shall, during the continuance of the co-operation relationship or for 6 months after its termination by any means, divulge to any third Party any trade secret or special information employed in or conductive to the co-operation business and which may come to the both party’s knowledge in the course of the co-operation relationship, without the consent in writing (or by E-mail) of the other party.

1. **DURATION OF AGREEMENT**

The term of this agreement shall be for 2 Years including the probation period, commencing on [XXXX, 202X], and terminating on [XXXX, 202X].

1. **GOVERNING LAW**

The enforcement and interpretation of this agreement shall be governed by the laws of THE PEOPLE’S REPUBLIC OF CHINA.

1. **RESOLUTION OF DISPUTES**

Any dispute arising out if or in connection with this Agreement, shall be governed and construed by the laws of the PEOPLE’S REPUBLIC OF CHINA in CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION, and shall be referred to and finally resolved byHunnan District CourtinShenyang, P.R.C.

1. **OTHER PROVISION**

Both parties will be based on actual needs of the business co-operation to sign the specific business contracts and execute accordingly. If there are inconsistencies between the contract and this agreement, the contract shall prevail.

Party A

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title

Party B

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name and Title