

单一来源采购文件

项目名称：复旦大学Bloomberg金融数据终端采购

项目编号：FW2020080701

复旦大学

上海教育建设管理咨询有限公司

二〇二〇年八月

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一、协商邀请函

上海教育建设管理咨询有限公司受复旦大学的委托，对其复旦大学Bloomberg金融数据终端采购进行单一来源采购协商，特邀请Bloomberg L.P.（彭博有限合伙企业）参与协商。

1、项目名称：复旦大学Bloomberg金融数据终端采购

2、预算金额：220万元（人民币），最高限价：220万元（人民币）

（如投标报价由多种货币构成，协商委员会将以邀请供应商当日中国银行总行首次发布的报价外币相对于人民币的现汇卖出价计算。）

3、采购人：复旦大学

4、采购人地址：邯郸路220号

5、采购人联系人：陈老师

6、采购人联系电话：65645621

7、招标代理单位：上海教育建设管理咨询有限公司

8、招标代理单位地址：钦江路88号东楼626室

9、招标代理单位联系人：沈娴钰

10、招标代理单位联系电话：63820185*8112

11、协商时间：2020年8月28日9：30。

12、协商地点：邯郸路220号逸夫科技楼302B

13、响应性文件递交截止时间：2020年8月28日9：30。

14、响应性文件递交地点：邯郸路220号逸夫科技楼302B室

二、采购需求

（一）采购需求

序号	采购项目	数量
1	Bloomberg 金融数据终端	24

（二）技术参数

功能要求	<p>（1）该数据库提供金融数据及新闻简讯，涉及主题包括债券、股票、金融衍生产品、外汇、投资组合与风险管理、商品与能源，是金融学、经济学、财务管理等经济学相关学科的重要参考资源。</p> <p>（2）彭博基本面数据产品提供 140 多个国家、大约 43,700 家上市公司的财务数据。数据覆盖面包括金砖四国超过 9,100 家公司合共 9,200 多个财务报表数据项目和财务比率。彭博终端收集并显示合共 9,200 多个标准化基本面数据项目以及财务比率，为用户提供一整套分析工具让您可以针对这些数据和大约 12,000 个申报项目进行分析。彭博的基本面数据产品提供全球各地上市公司 10 年以上的历史数据。美国、西欧和亚太（发达）地区的基本面数据最早可分别追溯到 1987 年、1988 年和 1990 年。</p> <p>（3）并购活动数据库覆盖全球超过 300,000 宗交易，从规模较小的私人公司收购到价值数十亿美元的交易也一应俱全。</p> <p>（4）提供来自 1,200 多个外来资讯提供者的全球盈利预测，包括所有一级经纪商。</p> <p>（5）彭博公司债数据库包含超过 190 万个活跃证券（包括可转换债券及优先证券）以及 410 万个已到期、已赎回或已偿清债券，涵盖 130 多个国家、100 多种不同货币的逾 2.4 万个独特发行人。彭博显示来自 30 多个不同信用评级机构（包括穆迪、标普和惠誉）的债券和发行人的评级。彭博每年为超过 12500 个评级更新进行及时更新。每个债券的简介页面都附有相关并公开可查的信息，便于轻松快速接入历史新闻报道、超过 25.7 万个发售备忘录、修正，以及其他与债券直接相关的文件。所有创建的或更新的证券都采用彭博专有的质量保证工具进行质量检查，通过 980 多个逻辑检查确保栏目的准确性。</p>
数据更新方式	实时更新

（三）特别服务

服务内容	免费提供 24 副（48 个）23 寸电脑屏幕（带支架）
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（四）售后服务

售后服务响应时间	1. 学生可以通过邮件向帮助台提出彭博使用方面或者数据问题的的问题，在 24-48 小时内，回复邮件进行解答
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及问题解决	2. 软件 IT 问题提供 7*24 远程电话服务
培训及讲座	<p>1. 提供八小时的自助式电子学习课程及对金融市场和逾 70 个彭博终端功能的互动式介绍。可在彭博终端上通过访问 BMC<go>学习课程，并在学习完成后，下载课程证书。</p> <p>2. 每年两次提供学生集体培训，内容包括：</p> <p>基础培训</p> <ol style="list-style-type: none"> 1) 入门指南 2) 股票相关功能 3) 债券相关功能 4) 外汇相关功能 5) 商品相关功能 6) 新闻与研究报告搜索 7) 经济数据分析 8) EXCEL 数据下载技巧 <p>进阶培训</p> <ol style="list-style-type: none"> 9) 投资组合分析 (Brinson model and factor model) 10) 衍生品定价 11) 多资产风险模型 <p>3. 具有教师证的老师，可以通过彭博终端上访问 BU<go>查找课程表参加彭博大学课程</p>

(五) 服务期限：2020 年 9 月 20 日至 2022 年 9 月 19 日

(六) 其他

- 1、合同签订后 2 天内完成提供 Bloomberg 金融数据终端服务。
- 2、付款方式：分两次支付，第一次支付 2020 年 12 月 31 日前，第二次支付 2021 年 12 月 31 日前。

三、协商须知

（一）总则

1、适用范围

本单一来源采购文件适用于本单一来源采购文件中所述服务的单一来源采购。

2、定义

（1）“采购人”是指复旦大学。

（2）“供应商”指按照本文件规定获得单一来源采购文件并参加协商的供应商。

（3）“招标代理单位”是指上海教育建设管理咨询有限公司。

（二）商务要求

1、通过单一来源公示无异议，并符合本采购文件要求的单位为合格的供应商。

2、供应商应遵守国家的有关法律、法规。

（三）响应性文件编制及要求

1、供应商应当按照单一来源文件的要求编制响应性文件，响应性文件应当对单一来源采购文件提出的要求和条件作出实质性应答。

2、响应性文件应用A4规格纸编制并装订成册（必须胶装、不能采用硬质封面或者塑料封面，响应性文件正文的每页右下角应有连续页码标注），主要由以下几个部分组成：

（1）封面。

（2）协商申请及声明（格式）。

（3）技术部分。主要包括拟提供服务的服务方案。如果提供的服务与单一来源采购文件要求有偏差，必须详细说明。

（4）报价部分。供应商应按照单一来源采购文件要求报出拟提供服务的单价、总价以及分项报价，本项目的税费由复旦大学另行承担，未包含在本项目的预算内。

（5）商务部分。主要包括营业执照、资质证书等资格证明文件（复印件），法定代表人授权委托书（原件）、投标人认为应提供的其它资格证明以及投标承诺函等。

（四）响应性文件递交

1、递交响应性文件时间、地点：2020年8月28日9:30, 邯郸路220号逸夫科技302B。

响应性文件应于采购文件规定的截止时间之前密封送达指定的地点。在单一来源采购文件要求提交响应性文件的截止时间后送达的响应性文件，将拒收。

2、响应性文件需提供正本一份、副本两份，且须响应单位授权签字人或其委托人签署。

3、响应性文件应装入封袋，封面注明项目编号、项目名称、供应商名称等。

（五）响应性文件的补充、修改或者撤回

供应商在规定的截止时间前，可以对所递交的响应性文件进行补充、修改或者撤回，并书面通知招标代理单位。补充、修改的内容为响应性文件的组成部分。

（六）协商

1、协商小组：协商小组依法由相关专家和采购人代表三人以上单数组成。

2、协商供应商：参加协商的供应商代表应是单位授权签字人或其委托人。

3、实质性响应审查。协商小组依据单一来源采购文件的规定，从供应商递交响应性文件的有效性、完整性和对协商文件的响应程度进行审查，以确定是否对单一来源采购文件的实质性要求作出响应。

4、协商程序：

（1）协商小组按照递交的响应性文件应就 a、供应商提供的采购标的成本、同类项目合同价格以及相关专利、专有技术等情况说明；b、合同主要条款及价格商定情况等与供应商进行协商。单一来源采购，经过协商一时不能达成协商目标时，应暂停协商，协商小组分析具体原因，然后再择时进行下一轮协商。必要时，进行多轮协商。

（2）协商小组经过协商后，根据符合采购需求、实质满足要求且报价合理的原则确定与供应商成交。

（3）协商结束后，参加协商的供应商应当对协商的承诺和最后报价以书面形式确认，并由授权签字人或其授权人签署；

5、协商的任何一方在未征得另一方同意的情况下，不得向第三方透露与协商有关的一切技术资料、价格或其他信息。

（七）签订合同

1、招标代理单位向成交供应商发出成交通知书，并在中国政府采购网上发布成交公告。

2、成交供应商按成交通知书规定的时间、地点与采购人签订合同。

3、成交供应商因不可抗力或者自身原因不能履行合同的，采购人可以提出废标，并进行重新采购。

四、响应性文件主要内容和格式

(一) 封面格式:

(正本或副本)

复旦大学 Bloomberg 金融数据终端采购 **单一来源采购响应文件**

项目编号: _____

供应商: _____

年 月 日

(二) 协商申请函

致：复旦大学：

上海教育建设管理咨询有限公司：

根据贵方_____采购文件，正式授权下述代表人_____（姓名和职务）代表_____（响应供应商名称），提交文件正本一份，副本两份。

据此函，代表人宣布同意如下：

- 1、按照单一来源采购要求的总报价为_____美元。
- 2、我方同意提供贵方可能要求的与本次协商有关的任何证据或资料。
- 3、一旦成交，我方将根据单一来源采购文件的规定和我方的承诺严格履行合同。
- 4、我方决不提供虚假材料谋取成交，决不采取不正当手段诋毁、排挤其他供应商，决不与采购人或者招标代理公司恶意串通，决不向采购人、招标代理公司工作人员和评审专家进行商业贿赂，决不拒绝有关部门监督检查或提供虚假情况，如有违反，无条件接受贵方及相关管理部门的处罚。

我们的通讯地址为：

地 址：_____电 话：_____

供应商授权代表人姓名（签字）：_____

日 期： 年 月 日

(三) 身份证明文件格式

授权委托书

复旦大学：

上海教育建设管理咨询有限公司：

兹委托_____参加贵单位组织的_____单一来源采购活动，全权代表我单位处理投标的有关事宜。

附全权代表情况：

姓名：_____ 性别：_____ 年龄：_____ 职务：_____

身份证号码：_____

详细通讯地址：_____

电话：_____ 传真：_____

邮政编码：_____

授权签字人（签字）

年 月 日

(四) 报价单和协商确认单

报 价 单

项目编号:

项目名称:

年 月 日

序号	采购项目	单价	备注
总计			

注：汇率按协商当日中国银行总行首次发布的外币对人民币的现汇卖出价折算。

授权签字人或其授权代表签字：

单一来源采购协商确认单

项目编号:

项目名称: 年 月 日

序号	采购项目	单价	备注
总计			

其他承诺:

授权签字人或其授权代表人签字:

注：单一来源采购协商确认单须在协商后当场填写，供应商应做好协商的准备，包括但不限于将本单一来源协商确认单签字后携带至协商现场。

(五) 项目偏离表

项目名称：

招标编号：

序号	招标文件要求	投标方响应内容	偏离原因

授权签字人或其授权代表人签字：

日期：

注：不管与招标文件要求的是否相同，投标方必须填写偏离表。

(六) 投 标 承 诺 函

致：复旦大学、上海教育建设管理咨询有限公司

本公司_____（公司名称）参加_____（招
标编号：_____）的投标活动，现承诺：我公司满足政府采购法第二十二条
关于供应商的资格要求：

- （一）具有独立承担民事责任的能力；
- （二）具有良好的商业信誉和健全的财务会计制度；
- （三）具有履行合同所必需的设备和专业技术能力；
- （四）由依法缴纳税收和社会保障资金的良好记录；
- （五）参加政府采购活动前三年内，在经营活动中没有重大违法记录；
- （六）法律、行政法规规定的其他条件。

同时，我公司/单位参加本次采购项目前未参与本采购项目的前期咨询论证，不属于
禁止参加投标的供应商。

如违反以上承诺，本公司愿承担一切法律责任。

授权签字人或其授权代表人签字：

（七）参加政府采购活动前3年内在经营活动中 没有严重违法记录的书面声明

_____ :

我公司在参加本次投标活动中，作为如下承诺：

- 一、参加本次政府采购活动前三年内，在经营活动中没有严重违法记录。
- 二、未挂靠、借用资质进行投标等违法违规行为。
- 三、提供的相关文件均真实、有效。

若查实我公司提供的资料及上述承诺不属实，则招标人有权取消我公司的投标及中标资格，且我公司将无条件承担由此给本次招标带来的一切后果（包括经济损失）。

特此声明。

授权签字人或其授权代表签字：

日期： 年 月 日

后附：

A、 “信用中国”网站（www.creditchina.gov.cn）查询的投标人信用记录

B、 中国政府采购网（<http://www.ccgp.gov.cn/cr/list>）查询的投标人信用记录。

第五章 合同书格式和合同条款

Bloomberg L.P.
731 Lexington Avenue
New York, NY 10022
Phone: 212-318-2000
Facsimile: 917-369-5540

BLOOMBERG AGREEMENT/彭博协议

SERVICE PROVIDER/ 服务提供者 ("SP"):	BLOOMBERG L.P.	ACCOUNT /账号:	30378685
SERVICE RECIPIENT/ 服务接受者 ("SR"):	FUDAN UNIVERSITY (Company Name / 公司名称)	AGREEMENT/ 协议:	3059608

SP agrees to provide to SR the equipment and services described in paragraph 1 hereof, and SR subscribes to such services in accordance with this Agreement. SP同意向SR提供本协议第1段所描述的设备与服务，SR根据本协议订购上述服务。

1. Services.

The services provided hereunder (the "Services") shall consist of a nonexclusive and nontransferable right to use the BLOOMBERG PROFESSIONAL service information, data, applications, operating systems, and equipment (the "Equipment") described in the Bloomberg Schedule(s) of Services annexed hereto, as the same may be amended from time to time (each a "Schedule" and collectively, the "Schedules"), in accordance with this Agreement.

1. 服务

本协议项下提供的服务 ("服务") 由非专有的和不可转让的权利所构成，该权利系为使用本协议所附之彭博服务附表 (单称 "附表"，合称 "诸附表") 中描述的彭博专业服务信息、数据、应用、操作系统和设备 ("设备")，上述服务，可能根据本协议而不时被修改。

2. Term.

- (a) This Agreement shall be effective from the date it is accepted by SP until the date that is two years after the Services are first provided (the "Term"), unless earlier terminated during the Term or any renewal thereof, as follows: (i) SR shall have the right to terminate this Agreement at any time upon not less than 60 days' prior written notice to SP and upon payment of the charges set forth in paragraph 3 hereof; and (ii) SP shall have the right to terminate this Agreement at any time immediately upon written notice to SR if SR breaches any of the provisions of this Agreement.
- (b) The Term shall be automatically renewed for successive two-year periods unless SR or SP elects not to renew by giving not less than 60 days' prior written notice to the other. If this Agreement is so renewed for any additional period beyond the initial Term, the charges payable pursuant to paragraph 3(a) hereof for such renewal period shall be calculated at the prevailing rates then offered by SP, and the Schedule shall be considered to be amended accordingly.

2. 期限

- (a) 本协议在SP接受本协议之日起生效，直至第一次提供服务后的两年届满之日 ("期限")，除非期限或其任何续展期在下列情形下被提前终止：(i) SR有权在给予SP至少60日的事先书面通知后，并在根据本协议第3段的规定支付费用后的任何时间终止本协议；和(ii) 若SR违反本协议任何条款，SP有权在任何时间书面通知SR后立即终止本协议。
- (b) 期限每两年应被自动续展一次 (每次两年)，除非SR或SP至少提前60日书面通知另一方选择不续展。如果本协议在初始的期限后得以续展任何额外的期间，则根据本协议第3段(a) 就该等续展期的应支付的费用应根据SP届时收取的费率进行计算，并且每一份的附表也应被视为被相应修改。

3. Charges.

- (a) SR agrees to pay SP the fees and charges set forth on each Schedule, together with (i) any applicable taxes for the Services, (ii) any levies or fees imposed or charged by exchanges or other information services or sources displayed through the Services at SR's request and (iii) any charge for installation, relocation, removal or any other changes to the Equipment, all of which shall be payable upon presentation of an invoice therefor.
- (b) SR shall pay for all costs of cabling, communications (including, without limitation, network access), electrical and common carrier equipment installation charges

3. 费用

- (a) SR同意向SP支付每一份的附表上载明的收费和费用，以及(i) 任何适用于服务的税款，(ii) 根据SR的要求而通过服务接入的交易所或其它信息服务或数据源提供者规定或收取的款项或费用，以及(iii) 任何安装、搬迁、拆除或任何对设备其它改变而产生的费用，所有上述费用应在出示相关付款通知时支付。
- (b) SR应支付与服务有关的所有的铺设电缆费用、通讯 (包括但不限于，网络接入)、电机设备和通用传输设备的安装

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incurred in connection with the Services. SR shall obtain all necessary authorizations from exchanges and other information vendors and shall pay for each third-party information service accessed for display through the service. The total monthly charge does not include monthly fees for exchange and third-party information services. If SR selects any of these services, SP shall submit the appropriate applications for such services, a price list, and bill accordingly. SR shall pay any taxes, assessments, fees or penalties in respect of the Services and/or the Equipment which may be SR's legal responsibility to pay. In addition, SR shall reimburse SP for all property taxes and/or assessments with regard to the value of SP's Equipment in service at SR's premises.

- (c) If SR terminates this Agreement pursuant to paragraph 2(a)(i) hereof or SP terminates this Agreement pursuant to paragraph 2(a)(ii) hereof, SR shall be liable for all amounts payable pursuant to paragraphs 3(a) and 3(b) hereof through the date of termination plus a termination charge in an amount equal to 50% of the charges calculated in accordance with each Schedule for the balance of the Term.

4. Distribution of SR Data.

SR shall not distribute data to other users of the Services by means of the Services or reference SP or any of SP's affiliates in any print, electronic or other medium without SP's prior written consent. Notwithstanding the above, if SR contributes or provides prices or ratings to SP or its Affiliated Companies (as defined below) or on any product or service provided by SP and/or its Affiliated Companies, SR hereby grants to SP and its Affiliated Companies, and SP hereby accepts, a nonexclusive, worldwide license for SP and its Affiliated Companies to use such prices or ratings in SP's or its Affiliated Companies' generic, "fair value," composite or theoretical prices or ratings, or other similar pricing or rating models, and in the development and distribution of SP's or its Affiliated Companies' descriptive database. This paragraph is not intended to prohibit SR's use of the message system included in the Services. The term "Affiliated Companies" shall mean those companies controlling, controlled by or under common control with SP.

5. Warranties and Limitations of Liabilities.

- (a) Each time SR uses the Services, SR shall be deemed to represent, warrant and covenant to SP that: (i) it has all requisite regulatory and legal authority to enter into and be bound by this Agreement; and (ii) its use of the Services complies with all applicable laws, rules and regulations.
- (b) SP AND ITS AFFILIATED COMPANIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE ATTAINED BY SR OR OTHERS FROM THE USE OF THE SERVICES, OR THE EQUIPMENT BY WHICH THE SERVICES ARE PROVIDED, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. The information and data contained in the Services are derived from sources deemed reliable, but SP, its Affiliated Companies and its and their suppliers do not

费用。SR必须从交易所和其它信息出售商处取得所有必要的授权,并且必须支付通过服务接入获得显示的每项第三方信息服务的费用。每月总费用不包括每月的交易所收费和第三方信息服务收费。如果SR选择任何上述服务,SP应提交对该等服务适当的申请、价格清单并且按此开出账单。SR应支付有可能属于其法律义务范围内的与服务或/或设备有关的任何税款、应付金额、费用或罚款。另外,SR应向SP补偿就位于SR的场所内使用的SP的设备的价值有关的所有财产税和/或应付金额。

- (c) 若SR根据本协议第2段(a)(i)终止本协议或SP根据本协议第2段(a)(ii)终止本协议,SR应向SP支付至本协议终止日止根据本协议第3段(a)和(b)必须支付的所有费用并加上一笔终止费,该终止费的金額应相当于就期限的剩余期限根据每一份的附表计算出的费用的50%。

4. SR数据的传输

未经SP的事先书面同意,SR不得利用服务或在任何出版物、电子或其它媒介上使用SP或任何SP关联方之名向服务的其他使用者传输数据。尽管有以上规定,若SR向SP或其关联公司(定义见下)或就SP和/或其关联公司提供的任何产品或服务供给或提供价格或评级,SR在此向SP及其关联公司授予且SP在此接受,一项非排他的、全世界范围内的许可,以使SP及其关联公司在SP及其关联公司的一般、“公允价”、综合或理论价格或评级、或其它类似的价格或评级模型中,以及SP或其关联公司描述的数据库的演进和配送中能使用该等价格或评级。本段并不旨在禁止SR使用服务中包含的信息系统。“关联公司”应指控制SP、被SP控制或与SP共同受控的公司。

5. 保证和责任限制

- (a) 每次SR使用服务,SR应被视为是向SP陈述、保证和许诺:
(i) 其具备一切合规且合法的权限签署本协议并受其约束;和(ii) 其对服务的使用符合所有适用的法律、法规和规则。
- (b) 对于SR或其他人使用服务或服务所需的设备而应获得的结果,SP及其关联公司不作任何明示或默示的担保,且对于可商售性或某特定目的或特定用途的适用性,亦不作任何明示或默示的担保。服务包括的信息和数据是从被视为可靠的来源获得的,但是SP及其关联公司及其各自的供应商并不保证就服务而提供的任何程式、数据或其它信息的准确性或完整性。在法律允许的最大范围内,SP及其关联公司对于设备引起的或因任何原因导致的服务的延迟或中断引起的任何伤害或损失不承担责任或义务,亦不必为设备

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guarantee the correctness or completeness of any programs, data or other information furnished in connection with the Services. To the maximum extent permitted by law, SP and its Affiliated Companies shall not be responsible for or have any liability for any injuries or damages caused by the Equipment or by delays or interruptions of the Services, from whatever cause, and shall not be liable for damages arising from the use or presence of the Equipment on SR's premises. SR is solely responsible for the accuracy and adequacy of the data and information used by it and the resultant output thereof. SP and its Affiliated Companies shall have no liability or responsibility for the security or maintenance of any data input by SR.

- (c) SP, its Affiliated Companies, its and their suppliers and its and their third-party agents shall have no responsibility or liability, contingent or otherwise, for any injury or damages, whether caused by the negligence of SP or its Affiliated Companies or any of its and their employees, subcontractors, agents, equipment vendors or otherwise, arising in connection with the Services rendered under this Agreement or the use of the Equipment and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages or any claim against SR by any other party.
- (d) SR shall indemnify, hold harmless and at SR's expense defend SP and its Affiliated Companies against any loss, claim, demand or expense (including reasonable attorneys' fees) arising in connection with a breach of this Agreement by SR or the use of the Services by SR.
- (e) Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, the aggregate liability of SP and its Affiliated Companies arising in connection with this Agreement and the Services for damages, regardless of the form of the action, shall not exceed the fees paid by SR for the Services during the three months preceding the first loss or damage, and this shall be SR's exclusive remedy.
- (f) No party shall be liable to the other for any default resulting from force majeure, which shall be deemed to include any circumstances beyond the reasonable control of the party or parties affected. No action, regardless of form, arising out of or pertaining to any of the Services or the Equipment may be brought by SR more than one year after the cause of action has accrued. This Agreement shall not limit any liability for death or personal injury directly resulting from negligence if and to the extent such limitation would violate applicable law.
- (g) Notwithstanding any limitations contained in paragraphs 5(b) through 5(f) to the contrary, SP agrees to indemnify SR and hold it harmless and at SP's expense defend SR against any claim that the programs, data, information and other items provided by SP hereunder infringe any copyright, trademark or other contractual, statutory or common law rights; provided that (i) SR shall promptly notify SP in writing of the claim, (ii) SP shall have sole control of the settlement and defense of any action to which this indemnity relates, (iii) SR shall cooperate in every reasonable way to facilitate such defense, and (iv)

在SR场所内的使用 and 存在而引起的任何损失负责。SR应独自负责其使用的数据和信息及其产生的结果的准确性和充分性。SP及其关联公司对于SR输入的任何数据的安全或维护不承担任何责任或义务。

- (c) SP、其关联公司、其/他们的各自的供应商和第三方代理商对于与本协议项下提供的服务或使用设备有关的任何伤害或损失不承担责任或义务，无论或有与否，不论是否因SP或其关联公司或其/他们的雇员、分包商、代理商、设备卖方等的过失或因其他方式引起的，并且对于任何人向SR提起的任何利润损失、损失、惩罚性、附随性或结果性的损失赔偿或任何其他权利主张不承担责任。
- (d) SR应赔偿、或自费使SP及其关联公司免受任何与SR违反本协议或SR使用服务有关而引起的损失、权利主张、请求或费用(包括合理的律师费)。
- (e) 不论本协议有无任何相反的规定，在法律允许的范围内，SP及其关联公司对与本协议和服务有关而引起的损失赔偿的责任总额，不论诉讼的形式，均不得超过在首次损失或损害发生前三个月SR为服务支付的费用，且此为SR的唯一救济。
- (f) 一方不对因不可抗力而引起的任何过错向另一方承担责任，不可抗力应被认为包括超越受影响一方或各方合理控制的任何情况。SR不得在诉因发生超过一年后提起对产生于或关于任何服务或设备有关的任何诉讼，而不论诉讼的形式。如果对于由过失而直接导致的死亡或人身伤害责任的限制会违反适用法律，则本协议在该等限制可能违反适用法律的范围内不得对前述责任作出限制。
- (g) 不论第5段(b)到第5段(f)有无任何相反的限制规定，SP同意补偿SR使其不受损害，并且自费对由于SP根据本协议提供的程式、数据、信息和其它事项侵犯任何版权、商标或其它合同的、成文法或普通法权利而产生的权利主张为SR抗辩；但前提为(i) SR应立即将该权利主张书面通知SP，(ii) SP对有关该补偿的任何诉讼的解决和抗辩拥有全部控制权，(iii) SR应为推动上述抗辩提供所有合理的合作，以及(iv) 若SR意识到任何第三方可能侵害SP的任何财产所有权，SR必须立即就该等行通知SP。

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if SR becomes aware of any suspected infringement by a third party of any proprietary rights of SP, SR shall promptly notify SP of such activities.

6. Remedies.

If SR or any of its **employees**, representatives or affiliates breaches or threatens to breach any provision of this Agreement, SP shall be entitled to injunctive relief to enforce the provisions hereof, but nothing herein shall preclude SP from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. If SP prevails in any such action, SP shall be entitled to recover from SR all reasonable costs, expenses and attorneys' fees incurred in connection therewith. As reasonable protection of the proprietary rights of SP and others in the information provided through the Services and Equipment, to avoid breach of SP's obligations to providers of such information, and to avoid unnecessary uncertainty, burden, and expense for all parties, SR acknowledges and agrees that the dissemination or distribution by SR of information identical or similar to that provided through the Services and the Equipment shall be deemed a breach of the terms of paragraphs 9(a) through 9(d) hereof and shall give rise to an immediate right of SP to terminate this Agreement or any portion of the Services provided hereunder.

7. Parties.

SR recognizes that (i) SP, (ii) its Affiliated Companies, (iii) the respective partners and suppliers of SP and its Affiliated Companies, and (iv) the respective affiliates of the entities covered in subparagraph (iii) ((iii) and (iv) together, the "Covered Entities"), each have rights with respect to the Services, including the applications, operating systems, data, information and other items provided by SP and its Affiliated Companies by reason of SR's use of the Services. Paragraphs 5 and 6 hereto shall be for the benefit of SP, its Affiliated Companies, the Covered Entities and the respective affiliates, successors, assigns, officers, directors, employees and representatives of the Covered Entities. The term "SP" as used in paragraphs 5 and 6 hereto includes SP, its Affiliated Companies and the Covered Entities.

8. Access.

SR, at its expense, agrees to provide network access per SP's current specifications. Such specifications may include both dedicated and dial back-up lines permanently connected and dedicated to the Equipment or Internet or alternate network access. The sole purpose of the dial lines shall be to provide communications backup for the Services. SP is not responsible for the reliability or continued availability of the telephone lines and communications equipment, other than communications equipment supplied by SP and used by SR in accessing the Services. However, SP shall attempt to resolve any communication line problems with respect to the accessibility of the Services.

9. Scope of Services.

(a) The Services and the Equipment are solely and exclusively for the use of SR and shall not be used for any illegal purpose or in any manner inconsistent with the provisions of this Agreement. SR acknowledges that the Services and the Equipment were developed, compiled, prepared, revised, selected and arranged by

6. 救济

如果SR、其任何雇员、代表或关联方违反或预示违反本协议的任何条款，SP应有权使用禁令以执行本协议下的条款，但是上述行为不应影响SP对违反或预示违反本协议的行为提起任何诉讼或采取其它救济手段，所有上述诉讼或其它救济权利均为可累加行使的。若SP在上述诉讼中获胜，SP应当有权要求SR补偿所有与此相关的合理的成本、费用和律师费。作为对SP以及其他人对通过服务和设备所提供的信息的财产所有权的合理保护，为避免SP违反对该等信息提供者的义务，以及为避免各方不必要的确定性、负担和费用，SR确认并同意，SR传播或散布与通过服务和设备提供的信息相同或类似的信息的行为将被视为对于本协议第9段(a)至第9段(d)条款的违反，SP有权立即终止本协议或其项下的服务的任何部分。

7. 各方

SR认可(i)SP、(ii)其关联公司、(iii)SP及其关联公司的各自的合伙人和供应商和(iv)前述(iii)中包含的各实体的各自的关联方((iii)和(iv)合称“包含实体”)对服务，包括应用、操作系统、数据、信息和SP及其关联公司因SR使用服务而提供的其它事项，均享有权利。本协议第5段和第6段的规定是为SP、其关联公司、包含实体及包含实体的各自的关联方、继承方、受让方、职员、董事、雇员和代表的利益而作出。本协议第5段和第6段中“SP”一词包括SP、其关联公司及包含实体。

8. 连接

SR同意根据SP的现有规格自费提供网络接入。该等规格可以包括固定并专门连接设备或互联网或替代性网络接入的专用线路和拨号备用线路。拨号线路的唯一目的是为服务提供通讯后备支持。除了为接入服务而由SP提供、SR使用的通讯设备，SP对于电话线路和其它通讯设备的可靠性或持续可使用性不负责任。但SP应当试图解决有关服务接入的任何通讯线路问题。

9. 服务范围

(a) 服务和设备应由SR唯一、独占地使用，不得为任何非法目的或以任何与本协议的规定不一致的方式而使用。SR确认服务和设备是由SP和其他人(包括特定信息源)通过使用大量时间、努力和金钱开发获得的应用方法和判断标准而开发、编辑、准备、修改、选择和安排的，并且构成SP和该

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SP and others (including certain information sources) through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money and constitute valuable industrial and intellectual property and trade secrets of SP and such others. SR agrees to protect the proprietary rights of SP and all others having rights in the Services and the Equipment during and after the Term. SR acknowledges and agrees that it has no ownership rights in and to the Services and that no such rights are granted under this Agreement. SR shall honor and comply with all written requests made by SP or its suppliers to protect their and others' contractual, statutory and common law rights in the Services and the Equipment with the same degree of care used to protect its own proprietary rights, which in no event shall be less than reasonable efforts. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use by any party or of any claim that the Services or the Equipment infringe upon any copyright, trademark, or other contractual, statutory or common law rights.

- (b) SR shall not access the Services through any medium or equipment which SP has not authorized in writing, nor may any medium or equipment by which the Services are provided be shared, moved, modified, interfaced, copied, broadcasted, reproduced, ported or otherwise routed with or to any other equipment without SP's prior written consent. In addition, SR shall not move, modify, interface, copy, broadcast, reproduce, port or otherwise use or route the Services or any portion thereof with or to any other equipment, network, applications or operating systems that SP, in its sole good faith judgment, determines is interacting or interfering or may interact or interfere with the performance of the Services or any portion thereof and, from time to time, upon SP's request therefor, SR shall promptly notify SP in writing of any and all such equipment, network, applications and operating systems. Services expressly provided by SP for operation on SR's own equipment shall be furnished without warranty as to compatibility, fitness or performance with such equipment, and SR shall bear all cost and responsibility for such equipment. Unauthorized access or use is unlawful and SP and its suppliers shall have all rights provided by law to prevent such access or use and to collect damages in such event. SR agrees to notify SP in writing promptly upon becoming aware of any unauthorized access or use. SR shall not share, recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Services and/or the Equipment. SR may use the Services solely for its internal business purposes and may not use the Services for any development purposes or to develop any applications, operating systems or otherwise that could in any way interact or interfere with the performance of the Services or any portion thereof, except as SP may expressly permit under a separate development license with SR.
- (c) The analysis and presentation included in the Services shall not be recirculated, redistributed or published by

等其他人有价值的工业和知识产权和商业秘密。SR同意在期限内以及之后保护SP以及在服务和设备中有权利的其他人的所有权。SR确认并同意其对服务不具有任何所有权且本协议项下亦未授予其上述权利。SR应当以维护自己的财产所有权一样的谨慎程度（在任何情况下不低于合理努力程度）尊重并且遵守SP或其供应商为保护他们和其他人的在服务和设备中的合同的、成文法的和普通法的权利而提出的所有书面要求。SR同意在其知道有任何人未经授权接入或使用、或有任何权利主张声称服务或设备侵犯任何版权、商标、或其它合同的、成文法的或普通法的权利时，及时书面通知SP。

- (b) SR不得通过未经SP书面授权的任何媒介或设备接入服务，亦不得在未经SP事先书面同意的情况下，将提供服务的任何媒介或设备共享、移动、改动、接触、复制、播送、再生产、连接或另行搬至其它设备。此外，SR不应移动、改动、接触、复制、播送、再生产、连接或另行利用或向根据SP全权但善意的判断认定系影响或干扰服务或其任何部分的运行或可能对其造成影响或干扰的任何其他设备、网络、应用和操作系统导入该服务或其任何部分；并不时应SP的要求，SR应就任何和所有该等设备、网络、应用和操作系统立即书面通知SP。对于由SP明确规定在SR自己的设备上运行的服务，SP对于该等设备的兼容性、合适性或运行表现不作保证，SR应当承担该等设备的所有费用和和责任。未授权的接入或使用是非法的，SP及其供应商应当具有法定权利去阻止该等接入或使用并且获得赔偿。SR同意在其知道任何未授权的接入或使用后立即书面通知SP。SR不得对服务和/或设备做任何共享、再编辑、反编译、分拆、反向工程、以任何其它形式制作或传播任何其它形式的服务和/或设备，或其衍生产品。SR仅可为其内部商业目的使用服务，不得将服务用于任何开发目的或用于开发可能影响或干扰服务或其任何部分运行的任何应用、操作系统或其他产品，除非SP在和SR的独立开发许可中明确允许。
- (c) 未经SP事先书面同意，SR不得再传送、再传播或发行服务

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SR except for internal purposes without the prior written consent of SP and, where necessary, with certain sources of the information included in the Services.

- (d) SR shall not use any of SP's or its Affiliated Companies' trademarks, trade names, or service marks in any manner which creates the impression that such names and marks belong to or are identified with SR, and SR acknowledges that it has no ownership rights in and to any of these names and marks.
- (e) SR acknowledges and agrees that SP may delegate certain of its responsibilities, obligations and duties under or in connection with this Agreement to a third party or an Affiliated Company of SP, which may discharge those responsibilities, obligations and duties on behalf of SP.

10. Facilities.

Commencement of the Services is contingent on the availability of the hardware, network access, communications equipment and facilities to SP's specifications. At SR's expense, SR shall install or have installed on SR's premises, and shall modify from time to time at SP's request, all cables, wires, devices, connections or other transmission media equipment and electrical, communications and network connections specified by SP. SR shall not make use of any cables, wires, devices, connections, equipment or network access in connection with the Services not approved in writing by SP.

11. Return of Equipment, Applications and Operating Systems.

Upon termination of this Agreement or any Schedule for any reason whatsoever, SP shall have the right to remove the Equipment, applications and operating systems by which the terminated Services are provided at SR's expense. In addition, upon such termination SR shall cease use of all terminated Services.

12. Access to Property.

Any person or persons designated by SP shall have access to the Equipment at all reasonable times for the purposes of installation, inspection, maintenance, repair, relocation and removal. SR acknowledges and understands that SP and its Affiliated Companies may monitor, either physically or electronically (including remotely), SR's use of the Services. SR shall at all reasonable times permit SP to have access to the location where the Services are provided for the purpose of ascertaining the use made of the Services.

13. Maintenance.

SP to the best of its ability shall maintain and keep the Equipment in good working order and condition so that it will perform its functions satisfactorily. NOTWITHSTANDING THE FOREGOING, SP AND ITS AFFILIATED COMPANIES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR THE THIRD-PARTY COMMUNICATIONS NETWORK THROUGH WHICH SR ACCESSES THE SERVICES AND SR SHALL INDEMNIFY SP AND ITS AFFILIATED COMPANIES AND HOLD THEM HARMLESS AGAINST ANY LOSS, CLAIM, DEMAND OR EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING IN

中包括的分析和表述，除非作为内部使用，在必要时，应包括服务中内含的特定来源信息。

- (d) SR不得以令人误解SP或其关联公司的商标、商号、或服务标记属于或被识别为SR的方式使用任何上述商标、商号、或服务标记，并且SR确认其对上述名称和标记无所有权。
- (e) SR承认并同意，SP有权委托第三方或SP的一家关联公司代SP履行其于本协议项下的、或与本协议有关可代为履行的某些职责、责任和义务。

10. 设施

服务的开始取决于是否可以获得符合SP规定的硬件、网络接入、通讯设备和设施。SR应当或应当在SR的场地内自费安装并根据SP的要求不时修改SP规定的所有电缆、电线、装置、连接或其它传输媒介装置以及电子、通讯和网络连接。未经SP书面同意，SR不得使用与服务有关的任何电缆、电线、装置、连接、设备或网络接入。

11. 设备和应用软件及操作系统的归还

当本协议或任何附表因任何原因终止时，SP有权，并由SR付费，拆除用于提供被终止的服务的设备和应用及操作系统。此外，在上述终止发生时，SR应停止使用所有被终止的服务。

12. 财产的接触

SP指定的任何一人或多人均可以为安装、检查、维护、修理、搬迁和拆除之目的而在任何合理时间接触设备。SR确认并理解SP及其关联公司可以亲临现场或电子（包括远程）检查SR对于服务的使用。SR应当在任何合理的时间允许SP以查明服务的使用状况为目的进入提供服务的地点。

13. 保养

SP应当尽其所能保养设备使其保持良好的工作状态和条件，以致其能令人满意地运作其功能。尽管有前述规定，对于SR接入服务而使用的第三方的通讯网络，SP及其关联公司不承担任何责任或义务，并且SR应就其使用上述第三方通讯网络而引起的任何损失、主张、要求或费用（包括合理的律师费）补偿SP及其关联公司并使其不受损害。SR应当自其在其场所收到设备时起负责保护设备之安全，并且应当采取合理的步骤以防止滥用设备。SR应当负责为向SR传输服务而使用的任何设备的所有物理损失、偷窃或损害，并且应当向SP支付设备的全部替换成本作为预定赔偿金，除非上述损失、偷窃或损害是完全由SP的过

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CONNECTION WITH THE USE OF SUCH THIRD-PARTY COMMUNICATIONS NETWORK. SR shall be responsible for the safekeeping of the Equipment from the time it is received on SR's premises and shall take reasonable steps to prevent abuse to the Equipment. SR shall be responsible for all physical loss, theft, or damage to any equipment used to deliver the Services to SR and shall pay SP the full replacement cost of the Equipment as liquidated damages unless such loss, theft, or damage is due entirely to the fault or negligence of SP. To the maximum extent permitted by law, none of SP, its Affiliated Companies or its and their suppliers or third-party agents shall be responsible or liable, contingently or otherwise, for any personal injury or property damage arising out of the installation, relocation, maintenance, use or removal of the Services and/or the Equipment.

14. Relocation.

On reasonable prior written notice, which shall in no event be less than 60 days, and at SR's expense, SP shall relocate all or any part of the Equipment. Scheduling of such relocation shall be contingent on availability of communication lines, facilities, equipment and labor. SR acknowledges that interruptions of Services might result from such relocation and that the provisions in paragraph 5 hereof apply to any such interruption.

15. Assignment.

SR shall have the right to assign this Agreement or the rights hereunder only with the written consent of SP which, in the case of an assignment by SR to any of its affiliates that are in substantially the same business as SR, shall not be unreasonably withheld.

16. Complete Agreement; Modifications or Waivers; Form.

This Agreement, together with the Schedules, which are incorporated herein by reference, is the complete and exclusive statement of the agreements between the parties with respect to the subject matter hereof and supersedes any oral or written communications or representations or agreements relating thereto. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.

17. Validity.

SP and SR intend this Agreement to be a valid legal instrument. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall be reformed to the minimum extent necessary to correct any invalidity while preserving to the maximum extent the rights and commercial expectations of the parties. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.

18. Governing Law.

(a) This Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York regardless of the laws that might otherwise govern under applicable choice-of-law principles. Save and except the parties' submission to the jurisdiction of competent courts

错或过失而引起的。在法律允许的最大范围内，SP、其关联公司、及其各自供应商或第三方代理商对于安装、搬迁、保养、使用或拆除服务和/或设备而引起的任何人身伤害或财产损失不承担任何责任，无论或有与否。

14. 搬迁

在给予合理的提前通知（在任何情况均不得少于60日），并且SR支付费用的情况下，SP可以搬迁设备的全部或部分。上述搬迁的日程将取决于通讯线路、设施、设备和人工是否可被提供。SR确认上述搬迁可能会导致服务的中断，并且本协议第5段的规定应适用于上述中断。

15. 转让

SR唯经SP书面同意，有权转让本协议及其下的权利；就该等SR向其任何与SR有相同业务的关联方的转让，该等书面同意不得被不合理地拒绝。

16. 完整的协议；变更或豁免；形式

本协议及本协议中提到的构成本协议一部分的诸附表是双方对于本协议下的主题事项所达成之约定的完整和独有的陈述，并且应取代任何相关的口头或书面的通信、陈述或协议。任何对本协议的变更、修改或豁免，除非书面作出并由本协议双方签署，均无约束力。

17. 有效性

SP和SR均具有本协议作为一份有效的法律文件的意思。若本协议的任何条款认定无效，本协议其它部分应不受影响并应在法律允许的最完整程度内保持有效并有执行力。无效的条款应在最小的必要程度内被替换以更正其无效性并保证当事人最大限度的权利和商业预期。本协议的标题是为了方便索引而使用，不应影响其解释。

18. 适用法律

(a) 本协议及其当事人之间的法律关系应适用并按纽约州法律解释，而非根据适用的法律选择原则确定的其他可能适用的法律。除双方依据本协议第18段(b)仅为申请禁令救济及任何其他紧急救济而提交有管辖权法院或主管机关进行管辖外：(i) 本协议当事人同意将本协议导致的

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or authorities only for the purpose of applying for injunctive relief and any other emergency relief in accordance with paragraph 18(b) hereof: (i) the parties hereto agree to submit to the jurisdiction of each of the federal and state courts located in New York County, New York in connection with any matters arising out of this Agreement and not to assert a defense of forum non conveniens, sovereign immunity, Act of State or analogous doctrines in connection with any action; and (ii) in addition, SP shall have the right to determine at any time, in its sole and absolute discretion, that any matter arising out of this Agreement including, but not limited to, a dispute as to the validity or existence of this Agreement, shall be settled by arbitration. If SP determines that a matter shall be settled by arbitration, the parties agree that such matter shall be settled by an arbitration in the State of New York administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including, but not limited to, the Optional Rules for Emergency Measures of Protection, and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (b) The parties hereby acknowledge that monetary damages shall not be sufficient remedy in case of SR's infringement of the proprietary rights of SP and others in the information provided through the Services and/or the Equipment. The parties shall be entitled to seek injunctive relief and any other emergency relief from competent courts or authorities, and the parties hereby agree to submit to the jurisdiction of the competent courts or authorities for this purpose only. The parties further agree that the making of an application to the competent courts or authorities for the said relief shall not constitute a waiver of the agreement in relation to jurisdiction/arbitration in paragraph 18(a) hereof or any remedy available under this Agreement.

19. Electronic Signatures.

This Agreement, including any Schedules, and any modifications, waivers or notifications relating thereto may be executed and delivered by facsimile, electronic mail, or other electronic means, including via a website designated by SP by completing the procedures specified on that website. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final agreement of the parties and conclusive proof of such agreement, and shall be deemed to be in writing and to have the same effect as if signed manually. SR agrees that it has the ability to store the information delivered to SR electronically such that it remains accessible to SR in an unchanged form.

20. Survival.

Paragraphs 3(c), 4, 5, 6, 7, 11, 12, 13 and 18 hereof shall survive the termination of this Agreement and shall continue in full force and effect.

21. Language

This Agreement, together with the Bloomberg Datafeed Addendum and the Schedules thereto, may be provided and executed in both English and Chinese. In case of any

任何事项提交任一纽约州之纽约郡的联邦和州立法院进行管辖而不会基于任何诉讼主张不方便法院原则、主权豁免原则、国家行为原则或类似原则提出抗辩；及(ii)此外，SP应有权在任何时间依其单独和绝对的酌情权决定因本协议引起的任何事项（包括但不限于，有关本协议有效性或存在的争议）应通过仲裁予以解决。如果SP决定某一事项通过仲裁予以解决，则双方同意该事项应在纽约州由美国仲裁协会依其商事仲裁规则，包括但不限于，紧急保护措施选择性规则，通过仲裁予以解决，且双方同意仲裁员作出的裁定可在任何有管辖权的法院予以登记。

- (b) 双方在此确认，在SR侵犯SP专有权利和通过服务和/或设备提供的信息中的其他权利的情况下，金钱损害赔偿并非充分的救济。双方有权从有管辖权的法院或主管机关寻求禁令救济及任何其他紧急救济，且双方在此同意仅为该目的提交有管辖权的法院或主管机关进行管辖。双方进一步同意就上述救济向有管辖权的法院或主管机关提出申请并不构成对本协议第18段(a)中有关管辖/仲裁之约定或本协议项下规定的任何救济的放弃。

19. 电子签署

本协议包括其任何附表及任何有关修改、豁免或通知可以通过传真、电子邮件、或其它电子手段（包括通过在SP指定的网站上完成特定程序）方式进行签署并送达。任何该等传真、电子邮件传输或通过该等电子手段进行的通信应当构成双方的最终协议以及该等协议的终局证据，且应被视为书面形式，并具有如同手签一样的效力。SR同意其具有将以电子方式发送给SR的信息进行存储的能力，以确保该信息能够继续以不经改变的形式被SR接入。

20. 存续

本协议的第3(c)、4、5、6、7、11、12、13和18段不因本协议终止而终止，应继续保持有效。

21. 语言

本协议及构成本协议的彭博数据附录及诸附表，可以以英文和中文提供并签署。如两种文本有歧义，应以英文为准。本协议应按所提供时的形式签署，不得以任何方式加

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discrepancy, the English version shall always prevail. This Agreement must be signed in the form provided and shall not be modified in any manner. If the parties agree to modify this Agreement, any modification thereto must be written and executed in the English language and such English-language documentation, and not the Chinese language documentation, shall be the controlling agreement.

以修改。若双方同意修改本协议，任何对其的修改必须以英文书就并签署，并且以上述英文文本为准，而非中文文本。

Agreed to by/对上述表示同意:

FUDAN UNIVERSITY

Company Name /公司名称

Agreed to by/对上述表示同意:

BLOOMBERG L.P.

By: BLOOMBERG INC./ 由: 彭博公司.

General Partner / 一般合伙人

(Duly authorized signatory, officer, partner or proprietor)
/签字(合法授权的签署人、管理人员、合伙人或权利人)

(Please type or print) /姓名(请打印或清楚地手写)

(Please type or print) /头衔(请打印或清楚地手写)

Date / 日期

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