生态旅游宣传营销合作 谅解备忘录

Memorandum of Understanding on Marketing Cooperation of Ecotourism

Among

黄龙国家级风景名胜区管理局

Huanglong National Scenic Spot

Administration Bureau

和 and

普利特维采国家公园

科卡国家公园

Plitvice Lakes National Park,

Krka National Park,

Administration Bureau

Administration Bureau

2019年6月

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合作背景 Co-operation Back Ground

中国黄龙国家级风景名胜区和克罗地亚普利特维采国家公园、科卡国家公园都是著名风景名胜区,都拥有相似的喀斯特自然景观和丰富的生物多样性资源,景区保护、科研和管理具有较高水平。2018年6月,黄龙国家级风景名胜区管理局、中国科学院成都生物研究所和克罗地亚科卡国家公园管理局、萨格勒布大学理学院,在"中国-克罗地亚生态保护国际联合研究中心"(中克生态保护中心)良好合作的基础上,签署《生态保护和可持续管理谅解备忘录》,并开展了相关合作。为了进一步促进黄龙与克罗地亚国家公园之间的国际生态旅游合作,共同推动中克旅游发展,在"中克生态保护中心"交流合作平台上,中国黄龙国家级风景名胜区管理局与克罗地亚普利特维采国家公园管理局、科卡国家公园管理局经过友好协商,同意签订如下谅解备忘录:

Chinese Huanglong National Scenic Spot, Croatian National Parks Plitvice Lakes and Krka are famous scenic spots. All have similar karst landscapes and rich biodiversity resources. All parties have high level on scenic area protection, research and management. In June 2018, based on the good cooperation of "China-Croatia International Research Center for Ecological Protection" (China-Croatia Ecological Protection Center), Huanglong National Nature Reserve Administration and the Chengdu Institute of Biology, Chinese Academy of Sciences, Croatian Krka National Park Authority, and the Faculty of Science, University of Zagreb, agreed to sign the 'Memorandum of Understanding on Ecological Protection and Sustainable Management' and carried out related cooperation. Based on the

exchange and cooperation platform of 'China-Croatia Ecological Protection Center', the three parties agreed to sign the following Memorandum of Understanding, jointly promoting the development of the international eco-tourism cooperation between Huanglong, Plitvice Lakes and Krka:

I.合作领域 Cooperation Fields

合作各方鼓励在如下(但不限于)领域开展合作与交流:

Cooperation partners encourage cooperation and exchange in the following (but not limited to) areas:

1. 景区生态旅游管理互助交流

Mutual assistance and exchange on the management of ecotourism

2. 景区生态旅游形象互助宣传

Mutual assistance on promotion of ecotourism

3. 景区生态旅游市场互助营销

Mutual assistance on marketing of ecotourism

□.合作方式 Cooperation Means

■ 各方鼓励和促进景区之间,通过人员互访、联合考察、管理交流等方式,加强生态旅游管理和旅游可持续发展策略合作。

All parties encourage and promote the cooperation among the scenic spots, through personnel exchanges, joint inspections, management exchanges, etc., to strengthen ecotourism

management and sustainable tourism development.

■ 各方鼓励和促进景区之间,通过景区官方网站友情链接、旅游宣传资料共享、景区形象互助宣传、举办文化旅游活动等形式,加强合作景区在对方国家游客和国际游客中的旅游形象宣传和影响力拓展。

All parties encourage and promote the tourism image, through sharing the official website links of the scenic spots, tourism and publicity materials, mutual promotion on the image of the scenic spots, holding cultural tourism activities, enhance the tourism image and the influence of the cooperative parties to their domestic and international tourists.

■ 各方鼓励和促进景区之间,通过开展互助营销合作,拓展 景区在对方国家和国际旅游市场。

All parties encourage and promote the cooperation among the scenic spots, to expand the tourism market in each other countries' domestic and international visitors.

■ 有利各方的其它旅游合作与交流活动。

Other tourism cooperation and exchange activities that benefit all parties.

Ⅲ.各方义务 Obligations of all parties

■ 合作各方应将其它方视为重要的合作伙伴,共同推进旅游 合作与发展。 All cooperative parties should regard each other as important partners to jointly promote scientific research co-operations, personnel exchanges, and information sharing.

■ 中方和克方应积极协助对方单位在旅游合作与交流中获得入境签证、政府许可和信息咨询等。

Chinese and Croatian cooperative parties should actively assist each other in obtaining visas, governmental permits and information consultations in international cooperation and exchanges.

■ 中方和克方应在友好协商的基础上,积极协助黄龙景区到 普利特维采国家公园、科卡国家公园,以及普利特维采国 家公园、科卡国家公园到黄龙景区开展旅游宣传营销工 作,并提供便利和支持。

Based on friendly consultation on both Chinese and Croatian sides, Croatian side should assist the Huanglong Scenic Spot Administration to promote its tourism and marketing in Plitvice Lakes National Park and Krka National Park, and provide convenience and support. The same should be offer from Huanglong Administration to the Croatian side.

■ 合作各方应在合理范围内尽可能共享合作中所获取的信息和知识。

The cooperation parties should share as much as possible information and knowledge that are gained in the co-operations within a reasonable scope.

■ 对在合作中因自身疏忽造成人身伤亡及财产损失的,自行 承担责任,不得以此条款要求另一方赔偿。

In the event of personal injury or death and property damage caused by own negligence in the cooperation, each party should bear the responsibility of its own and shall not require the other parties to make compensation in accordance with this clause.

IV.谅解备忘录的有效期及终止

Validity and termination of the Memorandum of Understanding

■ 本备忘录自签字之日起生效,有效期五年。在期内如合作各方对合作关系满意,则本备忘录在取得各方书面同意后顺延。

This Memorandum takes effect from the date of its signature and is valid for five years. If the parties are satisfied with the partnership within this period, Memorandum may be renewed for another term with the written consent of the parties.

■ 任何一方如希望终止合作,可在拟终止日前至少三十天书 面通知其它合作方,并征得同意。 If any of the party wishes to terminate the cooperation, it may notify other partners in written form at least thirty days prior to the intended termination date.

V.其他条款 Other terms

■ 经费开支:除各方以书面形式明确约定以外,对于进行本 谅解备忘录约定内容的合作所产生的费用应由各方自理。 各方应明确本备忘录并不使任何一方负有寻求、支出经费 或报销费用的义务。

Expenses: Except as expressly agreed by the parties in written form, the expenses incurred for the cooperation in carrying out the contents of this Memorandum shall be borne by the parties themselves. Each party shall make it clear that this Memorandum does not obligate either party to seek spend, or reimburse expenses.

■ **名称使用:** 只要预先获得其他各方书面同意,合作各方均可就备忘录或根据所开展的合作内容进行不以商业盈利为目的新闻发布或其他方式的公开。除非预先获得其他各方书面同意,任何一方不得使用或注册其他方的名称、商标或证章,除非合作方是在其惯例活动报告中为描述本备忘录所规定的合作内容而提及他方的名称。

Use of name: As long as the prior written consent of the other parties is obtained, all parties to the cooperation may conduct

press releases or other forms of disclosure that are not intended for commercial profitability on the basis of the memorandum or on the basis of the cooperation. Unless previously agreed in writing by other parties, no party may use or register name, trademark or badge of any other parties (or its affiliated school, department or unit) unless the partner is required to describe the name of the other party in this Memorandum in its usual activity reports.

■ 杜绝歧视: 任何与本备忘录合作活动有关的歧视行为都可成为任何一方终止此备忘录的根据,包括种族、肤色、性别或性别认同、性取向、国籍或民族、宗教、年龄、健康状况或残疾、政治信仰、兵役状况等。

Elimination of Discrimination: Any discriminatory action (including race, color, gender or gender identity, sexual orientation, nationality or ethnicity, religion, age, health or disability, political beliefs, military service status, etc.) in connection with this Memorandum may be the basis for its termination by any party.

■ **法律法规**: 合作各方在进行本备忘录相关研究活动时须遵 守所有现行相关法律、法规、道德伦理、行为规范、原则 和指南等,必要时还须取得相关政府机构的许可。

执行本备忘录过程中,合作各方应遵守所有中克两国现行

的相关法律,但这并不构成对前述条款的限制。合作各方 应特别遵守各项反腐败反贿赂法律,以及所有适用的中克 反腐败法。

Laws and regulations: All parties involved in this Memorandum must comply with all existing relevant laws, regulations, ethics, conduct codes, principles, guidelines, etc. when conducting research activities related to this Memorandum. If necessary, they must obtain permission from relevant government agencies.

In the implementation of this Memorandum, the cooperation parties shall comply with all existing laws in China and Croatia, but this does not constitute a limitation on the aforementioned terms. The cooperation parties shall in particular comply with the anti-corruption and anti-bribery laws and all applicable anti-corruption laws.

■ 完整协议;协议修改及任务分配:本备忘录构成合作各方针对约定合作内容的完整协议,非经各方书面同意不得修改。未经合作各方事先书面同意,任何一方不得将其在备忘录中规定的权力和义务全部或部分转让或分包。

Complete Agreement: Agreement Modification and Assignment of Tasks: The Memorandum constitutes a complete agreement of the parties to the cooperation

agreement and cannot be modified without the written consent of all parties. Without the prior written consent of the parties to the cooperation, neither party may assign or sub-contract all or part of its rights and obligations as set forth in the memorandum.

■ 本备忘录一式叁份,各方各执一份,具有同等法律效力。
Signed Memorandum is in quadruplicate. Each party holds ones with the same legal effect.

Huanglong National Scenic Spot Administration Bureau 黄龙国家级风景名胜区管理局 祁玲 局长(Director QI Ling) 签字(Signature): つり、(、13) Plitvice Lakes National Park Administration Bureau 普利特维采国家公园 园长(Director Tomislav Kovačević) 签字(盖章) 日期(Date): なり Krka National Park Administration Bureau 科卡国家公园

Maure

签字 (Signature)

园长 (Director Nella Slavica)

月期(Date):

KLASA: 641-03/19-01/01 UKBRQI: 16-19-4

> Javna ustanova "Nacionalni park Plitvička jezera" ZSC Dr. Ivo Pevalek, Josipa Jovića 19 53231 Plitvička Jezera

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