

# 关于优化中国出口货物在美国物流中转分拨环节的 调研咨询协议

## ***Research and Consulting Agreement on Optimizing the Logistics Transfer and Distribution Process of Chinese Export Goods in the United States***

本咨询协议（下称“本协议”）由以下双方于 2026 年\_\_\_\_月\_\_\_\_日签署：

This Consultancy Agreement (hereinafter referred to as “this Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between:

<b>委托方 / Client</b>	北京畅世东方国际货运代理有限公司 Trans Orient Freight Service Co. Ltd
<b>地址 / Address</b>	北京丰台区菜户营 58 号财富西环名苑 2011 室，邮编：100054 Room 2011, Caifuxihuan Plaza, No. 58 Caihuying, Fengtai District, Beijing, China 100054
<b>咨询方 / Consultant</b>	IntechLegent LLC
<b>地址 / Address</b>	4190 Balcony Breeze Dr, Land O' Lakes, FL 34638, USA

委托方与咨询方以下单独称为“一方”，合称为“双方”。

The Client and the Consultant may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

### **鉴于**

#### ***Whereas***

(A) 咨询方声称在物流、供应链及美国市场调研领域拥有专业知识和经验，并同意根据本协议条款提供相关咨询服务。

(A) The Consultant represents that it possesses expertise and experience in logistics, supply chain, and U.S. market research, and agrees to provide relevant consulting services in accordance with this Agreement.

(B) 委托方有意了解中国出口北美或第三国的货物在美国港口/机场出现积压与滞留现象的原因以及可能的优化方案和相关目标供应商信息。

(B) The Client intends to understand the causes of congestion, excessive dwell time, and delays of goods exported from China to North America or third countries at U.S. ports/airports, as well as possible optimization solutions and information on relevant target suppliers.

(C) 委托方有意了解其部分中国客户在美国市场销售时的物流分拨信息以及待优化的空间，寻找替代方案，开发北美物流市场。

(C) The Client intends to understand the logistics distribution information for some of its Chinese customers selling in the U.S. market and the potential areas for optimization, identify alternative solutions, and develop the North American logistics market.

为此，双方达成协议如下：

The Parties hereby agree as follows:

### **1. 服务范围**

#### ***1. Scope of Services***

咨询方应向委托方提供与本协议目的相关的专业咨询服务（“服务”），具体范围双方约定内容后作为合同附件。

The Consultant shall provide the Client with professional consultancy services related to the purpose of this Agreement (“the Services”), the specific scope of which shall be detailed in an appendix to be agreed upon by both Parties.

服务的主要目标包括：

The main objectives of the Services include:

- 了解过境货物在委托方指定的美国机场/港口的中转停留时间，以及其中各环节所占用的时间。  
Understanding the dwell time of transit cargo at the Client’s designated U.S. airports/ seaports, including the time consumed by each step in the process.
- 诊断导致积压的原因，例如货量波动幅度周期、航班取消延误频率、劳动力和机械短缺、通关转关速度、其他可能的因素。  
Diagnosing the causes of backlogs, such as cyclical fluctuations in cargo volume, frequency of flight cancellations and delays, labor and equipment shortages, customs clearance and transshipment efficiency, and other potential factors.
- 评估当前问题对供应链效率、运输成本和交付时间的具体影响。  
Assessing the specific impact of current issues on supply chain efficiency, transportation costs, and delivery time.
- 识别并提供可行的解决方案、替代路线或优化策略（如多式联运、备用机场港口选择、流程改进），备选供应商名单。  
Identifying and providing feasible solutions, alternative routes, or optimization strategies, as well as a list of alternative suppliers.
- 了解委托方指定客户的产品到达美国港口和机场后的物流分拨方式（公路、空运、快递等）以及现有供应商信息，寻找优化空间。  
Understanding the logistics distribution methods and existing supplier information for products designated by the Client’s customers after arrival at U.S. ports and airports, and identifying opportunities for optimization.

## **2. 咨询服务要求**

### **2. Consultancy Service Requirements**

#### **2.1 人员与投入**

##### **2.1 Personnel and Input**

咨询方应指派具备相关资质和经验的项目团队提供服务。咨询方应投入必要的资源和专业能力，以专业、勤勉的方式履行其职责。

The Consultant shall assign a project team with appropriate qualifications and experience to perform the Services. The Consultant shall devote the necessary resources and professional competence to perform its duties in a professional and diligent manner.

#### **2.2 交付成果与时间表**

##### **2.2 Deliverables and Schedule**

咨询方应在双方约定的时间，交付调研报告。

The Consultant shall deliver research reports at times mutually agreed upon by the Parties.

#### **2.3 服务成果的形式**

##### **2.3 Format of Service Outputs**

咨询方提供的所有分析、数据、结论和建议，均应以电子文件形式提交。报告内容应具体、可操作，并包含基于事实的分析。

All analyses, data, conclusions, and recommendations provided by the Consultant shall be submitted in electronic format. The report content shall be specific, actionable, and include fact-based analysis.

### **3. 委托方的责任**

#### **3. Responsibilities of the Client**

为使咨询方能有效提供服务，委托方同意：

To enable the Consultant to perform the Services effectively, the Client agrees to:

- 向咨询方提供现有且可公开的、与调研目的相关的背景信息。  
Provide the Consultant with existing and publicly available background information relevant to the research objectives.
- 指定一名项目对接人，以便双方进行有效沟通与协调。  
Designate a project liaison to facilitate effective communication and coordination between the Parties.

### **4. 咨询费用与支付**

#### **4. Consultancy Fees and Payment**

##### **4.1 咨询费的定价**

##### **4.1 Fee Pricing**

双方根据每次服务内容，商定咨询价格，此价格涵盖咨询方为履行本协议下所有义务所产生的人工、管理及一般办公成本，差旅费另计。

The Parties shall negotiate the consultancy fee based on the content of each service engagement. This fee shall cover the Consultant's labor, administrative, and general overhead costs incurred in fulfilling all obligations under this Agreement. Travel expenses shall be billed separately.

##### **4.2 费用支付**

##### **4.2 Fee Payment**

咨询费将根据每笔业务的服务进度，分批或一次性支付，具体时间和方式由双方在每期工作说明书（SOW）中另行商定。

The consultancy fee shall be paid in installments or in a lump sum based on the service progress of each engagement, with the specific timing and method to be agreed upon by both Parties in each Statement of Work (SOW).

##### **4.3 费用报销**

##### **4.3 Expense Reimbursement**

咨询方因执行服务产生的合理、必要且事先经委托方书面批准的实际支出（如差旅费），可凭合规票据实报实销。未经事先批准的费用由咨询方自行承担。

Reasonable, necessary, and pre-approved actual expenses incurred by the Consultant in performing the Services shall be reimbursed based on valid receipts. Expenses incurred without prior approval shall be borne solely by the Consultant.

### **5. 成果归属**

#### **5. Ownership of Deliverables**

咨询方根据本协议编制并向委托方提交的所有工作成果、报告、数据和材料（“工作成果”），其全部知识产权及所有权，在委托方付清相应款项后，均永久且独家地归属委托方所有。咨询方特此不可撤销地向委托方转让上述所有权利。

All work products, reports, data, and materials (“Deliverables”) prepared and submitted by the Consultant to the Client under this Agreement, including all associated intellectual property rights and ownership, shall, upon full payment of the corresponding fees by the Client, permanently and exclusively vest in and belong to the Client. The Consultant hereby irrevocably assigns all such rights to the Client.

### **6. 责任限制**

#### **6. Limitation of Liability**

在任何情况下，任何一方均不对另一方因本协议产生的任何间接性、附带性、惩罚性或后果性损失负责。咨询方在本协议项下承担的全部累计赔偿责任上限，不应超过委托方已支付的咨询费总额。

Under no circumstances shall either Party be liable to the other for any indirect, incidental, punitive, or consequential damages arising from this Agreement. The Consultant's total cumulative liability under this Agreement shall not exceed the total consultancy fees already paid by the Client.

## **7. 协议期限与终止**

### **7. Term and Termination**

#### **7.1 协议期限**

##### **7.1 Term**

本协议自双方签署之日起生效，有效期两年；协议到期时如双方未提出中止协议，协议自动延期两年。

This Agreement shall become effective upon execution by both Parties and shall remain in force for a period of two years. Upon expiry, if neither Party proposes termination, the Agreement shall automatically renew for an additional two-year period.

#### **7.2 终止条款**

##### **7.2 Termination**

- 协商一致终止：双方可随时通过书面协议终止本协议。

Termination by Mutual Agreement: The Parties may terminate this Agreement at any time by written agreement.

- 违约终止：若一方严重违反本协议条款，且在收到守约方书面违约通知后三十（30）日内未予纠正，守约方有权书面通知终止本协议。

Termination for Breach: If either Party materially breaches any term of this Agreement and fails to remedy such breach within thirty (30) days after receiving written notice of default from the non-breaching Party, the non-breaching Party shall have the right to terminate this Agreement by written notice.

## **8. 独立承包商关系**

### **8. Independent Contractor Relationship**

双方明确，咨询方作为独立承包商提供服务，并非委托方的雇员、代理人或合伙人。咨询方自行负责其雇员的所有薪资、税款、保险及福利，并承担与履行服务相关的全部法律及税务合规责任。

The Parties expressly agree that the Consultant is providing the Services as an independent contractor and is not an employee, agent, or partner of the Client. The Consultant is solely responsible for all compensation, taxes, insurance, and benefits for its personnel and assumes full responsibility for all legal and tax compliance related to the performance of the Services.

## **9. 适用法律与争议解决**

### **9. Governing Law and Dispute Resolution**

因本协议引起的或与之相关的任何争议，双方应首先通过友好协商解决；协商不成的，任何一方均有权将争议提交至中国国际经济贸易仲裁委员会（CIETAC），仲裁裁决是终局的，对双方均有约束力。

Any dispute arising from or in connection with this Agreement shall be first resolved through friendly negotiations between the Parties. If the dispute cannot be resolved through negotiation, either Party shall have the right to submit it to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration. The arbitration award shall be final and binding on both Parties.

兹证明，双方已通过其正式授权的代表，于文首所载日期签署本协议。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

<p><b>委托方 / Client</b> 北京畅世东方国际货运代理有限公司 Trans Orient Freight Service Co. Ltd 签字 / Signature: _____ 日期 / Date: _____</p>	<p><b>咨询方 / Consultant</b> IntechLegent LLC 签字 / Signature: <u>Lu Chungu</u> 日期 / Date: <u>2026-04-14</u></p>
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