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**《内地与香港利率互换市场互联互通合作清算衍生品协议（2024年版）》**

**文本特许使用备案函**

The SWAP CONNECT CLEARED DERIVATIVES AGREEMENT（2024 Version）

Special License Filing Record

中国银行间市场交易商协会：

National Association of Financial Market Institutional Investors:

                       （以下简称“我单位”）非交易商协会会员，因使用《内地与香港利率互换市场互联互通合作清算衍生品协议（2024年版）》（以下简称“协议”）文本需要，特向交易商协会备案取得协议文本特许使用权，并承诺如下：

                        (the “Entity”) as a non-member of NAFMII, for the purpose of using the text of the SWAP CONNECT CLEARED DERIVATIVES AGREEMENT（2024 Version） (the “Agreement”), is hereby filing with NAFMII to be granted with the license to use the text of the Agreement (the “License”), with the following undertakings:

一、我单位使用协议文本仅供交易目的，并遵循协议有关声明。

1. The Entity shall use the text of the Agreement only for the purpose of carrying out transactions and comply with the Declaration of the Agreement.

二、我单位取得的协议文本特许使用权将不会转授他方。

2. The Entity shall not sub-license the License to other parties.

三、我单位协议项下交易活动将遵守相关法律法规及自律规则。

3. The Entity shall carry out transactions under the Agreement in compliance with applicable laws, regulations and self-regulatory rules.

单位名称（公章）：

Name of the Entity:

法定代表人：

Name of Legal Representative：

或授权签字人：

or Authorized Signatory:

年 月 日

Date:

**文本特许使用须知**

**Instruction**

尊敬的申请单位：

Dear Applicant:

在您选择向中国银行间市场交易商协会（以下简称“交易商协会”）备案取得《内地与香港利率互换市场互联互通合作清算衍生品协议（2024年版）》（以下简称《协议》）文本特许使用权前，请仔细阅读本须知的全部内容。

Before you choose to file with the National Association of Financial Market Institutional Investors (“NAFMII”) for the license of the SWAP CONNECT CLEARED DERIVATIVES AGREEMENT（2024 Version） (the “Agreement”), please read all the contents of this instruction carefully.

一、《协议》的著作权属于交易商协会。除非为《协议》下有关交易或进行教学、研究的目的，未经著作权人事前书面同意，任何人不得复制、复印、翻译或分发《协议》的纸质、电子或其他形式版本。

1. The copyright of the Agreement is vested in the NAFMII. Except for the purpose of carrying out transactions under this Agreement or conducting teaching or research, without the prior permission in writing of the copyright holder, no person shall reproduce, copy, translate or distribute the Agreement in paper, electronic or any other forms.

二、使用人为开展《协议》下交易的目的，可在使用过程中根据《协议》的有关约定并基于自身独立判断对《协议》的相关条款进行补充或修改，以确保最终的协议条款符合其风险管理需要。

2. For the purpose of carrying out transactions under the Agreement, during the course of its use, a user may supplement or amend relevant provisions of the Agreement in accordance with the relevant terms of the Agreement and based on the user's independent judgement, and execute the corresponding supplemental agreement, so as to ensure that the final agreement meets with the user's requirements for risk management.

三、为推广应用《协议》，现暂免收取《协议》文本版权使用费。交易商协会保留相关著作权权利，可根据市场发展情况调整版权收费要求，并在相关收费要求调整前予以通知。

3. In order to promote the application of the Agreement, the copyright royalty fee for the text of the Agreement is now temporarily waived. NAFMII reserves the relevant rights of copyright and may adjust the copyright royalty fee requirements in line with the market development, and will notify the relevant fee requirements before they are adjusted.

四、使用人取得《协议》文本特许使用权并签署《协议》后，应及时将签署后的《协议》（及其修改）向交易商协会备案。

4. After the user obtains the license to use the Agreement and signs the Agreement, it shall promptly file the signed Agreement (and any amendments thereto) with NAFMII.