**华认标准技术服务（苏州）有限公司**

**认证合约书**

**Certification Contract**

**合同编号Contract No.:**

**委托方（甲方A）：**

**受托方（乙方B）：华认标准技术服务（苏州）有限公司**

就有关认证事宜，经甲乙双方协商一致，在甲方向乙方提交《认证申请表》，并经乙方评审后，签订合同如下：In respect of the certification, based on the agreement of both sides, the Party A submit the <certification application form> to Party B for review, both sides shall sign the contract as follows:

一、审核依据、类型及范围：Audit criteria, type and scope:

|  |  |
| --- | --- |
| 审核依据 | 审核类型 |
| □ISO9001： | □初次审核The initial audit □扩大范围审核Expand the scope of the audit  □再认证Re certification □转换机构Transfer CB  □特殊审核Special audit |
| □ISO14001: | □初次审核The initial audit □扩大范围审核Expand the scope of the audit  □再认证Re certification □转换机构Transfer CB.  □特殊审核Special audit |
| □OHSAS18001: | □初次审核The initial audit □扩大范围审核Expand the scope of the audit  □再认证Re certification □转换机构Transfer CB  □特殊审核Special audit |
| □ISO 22000: | □初次审核The initial audit □扩大范围审核Expand the scope of the audit  □再认证Re certification □转换机构Transfer CB  □特殊审核Special audit |
| □QC080000: | □初次审核The initial audit □扩大范围审核Expand the scope of the audit  □再认证Re certification □转换机构Transfer CB  □特殊审核Special audit |
| □其他Other： | |

2、 认证业务范围（初定，认证业务范围最终以现场审核确定为准）The business scope of certification (primary certification scope to determine the site audit date)

必须在工商营业执照，国家授权部门核发的资质证书以及许可证范围内Must be within the scope of the qualification certificate issued by the industrial and commercial business license, the state authorized department

3、甲方申请认证业务范围涵盖人数Party A shall apply for certification：

4、甲方申请认证业务范围涵盖地址（包含多场所地址）Party A shall apply for certification business address：

二、甲方责任权利及义务Rights and obligations of Party a：

1、 甲方或受审核方承诺遵守认证认可相关法律法规，协助认证监管部门的监督检查，对有关事项的询问和调查有义务如实提供相关材料。Party A or the auditee shall abide by the relevant laws and regulations on certification and accreditation, assist in the supervision and inspection of the certification authority, and shall have the obligation to provide relevant materials truthfully.

2、在认证审核前，应至少进行过一次内部审核和管理评审； internal audit and management review should be conducted prior to certification audit

3、为审核组提供必要的工作条件，如实提供有关文件和记录；provided necessary work condition，eg：relevant documents and records

4、对体系运行的有效性和管理体系负责。Be responsible for system operation effectiveness

5、 审核期间提供审核员的交通、食宿费按实际支出由甲方或受审核方承担。the audit period to provide the auditor's transportation, room and board expenses borne by Party A or the auditee.

6、 甲方或受审核方应如实申报其认证业务范围所覆盖的员工人数，如申报与实际不符，乙方将按照实际员工人数按规定调整审核费用。Party A or the auditee shall truthfully declare the number of employees covered by the scope of its certification business, such as the declaration does not match the actual, Party B will be adjusted in accordance with the actual number of employees audit fees.

7、按国家有关认证规定按时进行监督审核并交纳相关审核费用。Accept surveillance audit timely and pay for certification fee

8、受审核方因故被暂停，撤销或注销认证资格时，应停止使用认证证书和标志。the auditee has been suspended for any reason, revocation or cancellation of certification, should stop the use of certification and logo.

9、 受审核方在持证期间如发生客户及相关方有重大投诉、或生产的产品或服务被执法监管部门认定不符合法定要求、发生产品或服务的质量安全事故、应及时向乙方通报，乙方将按照乙方公司做出认证决定的相关文件进行规定处理，必要时可增加监督审核次数。the auditee in the customer and related parties during such as the occurrence of major complaints, or produce a product or service by law enforcement and supervision departments that do not meet the statutory requirements, product or service quality and safety accidents, should inform Party B timely，the relevant documents in accordance with Party B Party B will make certification decisions of the company to carry out the provisions of treatment, when necessary, can increase the number of audit supervision.

10、受审核方在持证期间如发生可能影响管理体系持续满足认证标准要求的能力变更时，应及时通知乙方，这些变更包括（但不限于）下列方面：法律地位、生产经营状况、组织状态或所有权变更；取得的行政许可资格、强制性认证或其他资质证书变更；法定代表人、最高管理者变更；生产经营或服务的工作场所变更；获证管理体系覆盖的运作范围变更；管理体系和重要过程的重大变更等情况。as happened in the auditee during may affect the management system continue to meet the certification requirements of the ability to change, Party B shall promptly inform, these changes include (but not limited to) the following aspects: legal status, operating conditions, organizational status or ownership change; the administrative licensing qualification, or other compulsory certification the qualification certificate of change; legal representative, top management changes; changes in production and management or service work; certified management system covering the operation scope change; major changes in management system and more important process etc..

11、受审核方应在获得认证后持续有效运行其公司的管理体系，并达到体系确定的管理目标。the auditee shall continue to operate the company's management system, and achieve the quality objectives of the system.

12、受审核方承诺获得认证后按乙方相关要求正确使用认证证书、认证标志和有关信息；不擅自利用管理体系认证证书和相关文字、符号误导公众认为其产品或服务通过认证。the auditee commitment to obtain certification requirements correctly according to Party B's use of certification, certification marks and related information; not to use management system certification certificate and relevant characters and symbols to mislead the public to believe that their products or services through the certification.

13、甲方或受审核方有任何对乙方的申诉和投诉，均可向乙方或上级监管部门书面提交。

Party A or the auditee has any complaints and complaints to Party B, may be submitted to Party B or the supervision department.

14、甲方有义务遵守认证认可相关法律法规，协助认证监管部门的监督检查,对认证有关事项的询问和调查如实提供相关材料和信息。由国家认监委及地方认证监管部门、认可机构和认证机构（乙方）组织的各类见证审核、稽查及抽查，甲方应予以全面配合。Party A has the obligation to abide by the relevant laws and regulations of certification and accreditation, to assist the supervision and inspection of the regulatory authorities, and provide relevant materials and information on inquiry and investigation of relevant matters concerning certification. Party A shall fully cooperate with all kinds of witness audits, inspections and spot checks organized by CNCA and local certification regulatory authorities, accreditation bodies and certification bodies (Party B).

三、乙方责任权利及义务：Party B's rights and obligations:

1. 乙方应按时组织实施管理体系的认证/监督审核工作；并提前将审核计划通知甲方或受审核方，

甲方若有异议，双方可协商议定。Party B shall organize the implementation of the management system certification / supervision and audit work; and advance the audit plan to inform Party A or the auditee.If Party A has any objection, both parties may negotiate.

1. 乙方将根据相关要求委派国家注册的审核员实施现场审核，必要时安排技术专家参加。Party B will be in accordance with the relevant requirements of the national registration of the auditor to carry out on-site audit, if necessary, arrange technical experts to participate
2. 除本合同有要求外、有关甲方或受审核方未经公开的信息、乙方未经甲方或受审核方书面同意、

不得向第三方披露。当法律要求乙方向第三方提供保密信息时，除法律限制外，乙方应将拟提供的信息提前通知甲方或受审方。In addition to the requirements of this contract, Party A or the auditee has not been open information, Party B without the written consent of Party A or the auditee,

Shall not disclose to the third party. Where the law requires Party B to provide confidential information to the third party, Party B shall notify Party A or party in advance of the information to be provided in addition to legal restrictions.

1. 乙方在收到审核组长交回的完整审核资料（即审核卷宗内已包含经过审核组确认没有问题的不

符合项的整改资料）后在60个工作日内完成认证决定审批。The party B will finish the receive and certification decision after receiving the whole audit file packaging submitted by the audit leader

（after closing all the NCR）

1. 乙方仅对审核过程中可获得信息的样本负责。Party B shall be responsible for the sample information available in the audit process.
2. 乙方审核人员不接受来自甲方或受审核方的任何名目的津贴或礼金。Party B shall not accept any allowance or gift from Party A or the auditee.
3. 当认证依据的标准或认可机构的准则由更改时，乙方将依据认可机构的要求规定过渡期，并将

更改后的认证要求及时通知甲方或受审核方。when the basis of certification standards or accreditation bodies by the change of the standard, Party B will be in accordance with the requirements of the requirements of the transition period, and the change of the certification requirements in a timely manner to inform Party A or the auditee.

1. 认证费用及付款方式：

**1.费用明细Details of Charges：**

|  |  |
| --- | --- |
| **审核类型**  **Audit type audit** | **费 用Charges** |
| **初次认证审核**  **Initial certification** |  |
| **监督审核**  **Supervision audit** |  |
| **再认证审核**  **Re certification audit** |  |
| **转证审核**  **Transfer audit** |  |
| **特殊审核**  **Special audit** |  |
| **其他**  **Other** |  |

2、 **若需加印证书费用**，Q/E/S中英文每张各收费**元**；QC080000中英文每张收费1000 **元**。

If you need to print the certificate fees, chargesRMB each for Q/E/S; and 1000 RMB for QC080000

3、 监督审核(**续评**)**若需更改证书内容**，每一小项(公司名称、住址、日期)皆需各加收手续费， Q/E/S**元;** QC080000 1000 **元**，若是更改认证范围需加收手续费Q/E/S**元;** QC080000 1000 **元**。supervision and audit (continued assessment) if need to change the contents of the certificate, each item (company name, address, date) are required each additional fee , if the need to change the scope of certification fees

4、付款方式：**电汇或现金支付payment: wire transfer or cash payment**

A、初次审核费首款在合同签订后一个星期内由甲方向乙方支付，尾款在审核后的一星期内由甲方向乙方支付，但应在证书颁发前支付完成全部金额。the first audit fee in the week after the contract signed by A party to Party B payment, to pay balance payment within one week after the end of audit, but the whole payment should be paid to Party B before the certificate is issued to Party A.

首付initial payment： **元 尾款final payment**： **元。**

B、监督审核费用与再认证审核费用在乙方在审核前一周前由甲方向乙方指定的账户缴付费用。supervision of audit fees and re certification audit fees in the first week before the Party A pay to Party B the cost of the account specified.

五、说明：Explain

1、 现场审核的具体时间由双方协商；the specific time for on-site audit by the two sides;

2、 由于甲方自身原因造成的认证不通过，乙方不负责任；as a result of Party A's own reasons for certification is not adopted, Party B is not responsible;

3、 如甲方中途违约，则乙方不退还甲方已支付的申请费及有关费用；such as party a breach of contract, Party B does not refund the application fee and related costs

4、 如乙方中途违约及/或非甲方自身原因造成的认证不通过的，则乙方退还甲方申请费及有关费用，由于不可抗拒力所造成的损失，乙方不负责任；If Party B is in breach of contract, and/or

Party B shall refund Party A's expenses, and Party B shall not be liable for any losses caused by the force majeure;

5、 关于监督审核：on the supervision and audit:

在管理体系认证证书的有效期内，甲方委托乙方对甲方的管理体系实施的符合性及有效性进行监督审核，甲方向乙方按时交纳相关费用。In the period of validity of the certificate of management system, Party A entrusts Party B to carry out the supervision and examination of the conformity and effectiveness of the management system of Party A and Party B shall pay the relevant fees on time.

1) 在管理体系认证证书三年有效期内，甲方委托乙方负责对甲方管理体系的符合性、有效性进行监督审核，共2次；Within the validity period of the certificate of management system for three years, Party A entrusts Party B to supervise and examine the compliance and effectiveness of the management system of Party A for a total of 2 times

2) 第一次监督审核安排在获证后约十个月，其后的监督审核间隔时间不得超过十二个月，具体日期与受审方协商确定，也可随机审核以便了解真实客观情况；The first surveillance audit arrangement about ten months after certification audit by time interval shall not exceed twelve months, and tried to determine the specific date of consultation, but also to understand the real situation of random audit;

3) 监督审核的要求与认证审核要求基本一致，但不要求每次监督审核抽查全部要求，可根据需要，重点抽查有关要求，但三年内各次监查的抽样总和至少应覆盖体系的全部要求和所有的职能部门；the supervision and examination requirements and certification requirements are basically the same, but does not require each surveillance audit checks all the requirements, according to the needs, focus on inspection of the requirements, but the sum of all the sample within three years of the monitoring system should at least cover the requirements and all functional departments;

4) 甲方的内部审核，顾客的投诉及处理，国家地方检查组织的实物质量情况，及认证证书和标志的使用是每次必查项目；Party A's internal audit, customer complaints and handling, the physical quality of the local inspection organization, and the use of certification and logo is a must check each item;

5) 若发生下述情况之一将暂停获证资格，收回认证证书：if any of the following circumstances will be suspended, the certificate shall be withdrawn:

a.客户的获证管理体系持续地或严重地不满足认证要求，包括对管理体系有效性的要求；The client system can not continously meet the certification requirement or seriously not comply to the certification requirement，including the effectiveness requirement

b. 第一次监督审核超过初审/再认证认证决定日期12个月的，第二次监督审核日期超过初审/再认证审核日期两年的情况；the 1st surveillance audit exceed 12 months of initial audit /re-certification audit decision date，the 2nd surveillance audit exceed 2 years of initial audit /re-certification audit decision date

c. 管理体系发生重大变更，未及时通知乙方；management system has undergone major changes, did not promptly notify the PARTY B certification company;

d. 发生影响产品质量的重大事故；major accidents affecting product quality;

e. 发证后一个月未交纳有关审核费用；not pay the relevant audit fees 1 months after certificate issued

f. 对其投诉或任何其他信息证实表明获证组织不再符合本公司的相关规定要求；has confirmed that its complaint or any other information indicates that the organization is no longer in conformity with the relevant requirements of the company;

g. 违反与乙方签订的合同及其协议的规定。violates the provisions of the contract and its agreement with PARTY B.

6) 若发生下述情况之一将撤销获证资格，收回认证证书：Under any of the following circumstances the certificate will be withdrawn from the certificate,

a. 组织以书面形式提出注销申请；The organization shall submit a written application for cancellation;

b. 破产；bankruptcy

c. 严重违反乙方有关规定；serious violation of the relevant provisions of PARTY B company;

d. 未按规定交纳审核费用；fails to pay the audit fee;

e. 获证组织在暂停认证证书的期限已满但导致暂停的问题未得到解决或纠正的；certified organization wasn't able to effectively implement corrective action to the problem during suspending period

f 发生影响产品质量的重大事故及其他重大影响管理体系有效性的情况；The occurrence of major accidents affecting product quality and the effectiveness of other major impact management systems;

g. 任何形式的虚假行为。any form of false conduct.

7) 获证组织对公司标徽、认证标志、认可标识使用要求Requirements for the use of the company's logo, certification marks and accreditation marks

a. 认证标志和认可标识可以用在有关文件、文具、邮政信件和出版物上，但不得用在产品上或以任何方式作为产品合格的说明。Certification marks and identification marks can be used in the relevant documents, stationery, postal letters and publications, but shall not be used on the product or in any way as a product description.

b. 使用公司认证标志等图案时，必须根据公司提供的图样按比例放大或缩小，不得变形使

用，字迹必须清晰；使用认证标识时要在标识下方标注认证注册号。use the company certification mark pattern, according to the company's drawings must be enlarged or reduced according to the proportion, not deformation, writing must be clear; use of certification mark to mark the certification registration number in the bottom of the logo.

c. 获证组织使用认证标识时，不应用于产品或产品包装之上，或以任何其他可解释为表示产品符合性的方式使用。The certification body shall not use the certification mark on the product or the product package or use it in any other way that can be interpreted as indicating the conformity of the product.

d.产品包装的判别标准是其可从产品上移除且不会导致产品分解、碎裂或损坏。附带信息的判别标准是其可分开获得或易于分离。型号标签或铭牌被视为产品的一部分。声明决不应暗示产品、过程或服务以这种方式得到了认证。声明应包含对下列的引用：certification organizations should be accompanied by the use of an identification mark on the packaging of the product shall be accompanied by a clear statement, such as "the organization through the ISO9001 management system certification." In order to avoid leading to certification of the product. The standard of product packaging is that it can be removed from the product and will not lead to product decomposition, fragmentation or damage. The criterion of incidental information is that it can be separated or easily separated. Model labels or nameplates are considered part of the product. The statement shall not imply that the product, process or service is certified in this manner. The declaration should contain references to the following:

—获证客户的标识（例如品牌或名称）；Identification of the customer (e.g. brand or name);

— 管理体系的类型（例如质量、环境）和适用标准；Types of management systems (e.g. quality, environment) and applicable standards;

— 颁发证书的认证机构。Certificate authority.

e. 本机构不应允许我机构标志被使用于实验室测试、校正或检查之报告。. the organization shall not allow me to report on the use of the logo in laboratory testing, calibration or inspection

8) 一经发现不正确的宣传和误导使用认证证書和标识，乙方将采取下列监管措施直至撤销

认证资格，包括采取法律手段：Upon the discovery of incorrect publicity and misleading use of the certificate of acceptance and identification, PARTY B will take the following regulatory measures until the revocation of certification, including the use of legal means

a. 开出不符合报告，要求获证组织采取矫正措施限期整改，公司予以现场认证。Do not meet the requirements of the report, the certification organization to take corrective measures for rectification, the company shall be on-site certification

b. 获证组织不能按期完成整改，公司视其为侵权行为,暂停其认证资格，并要求获证组织作出消除影响的承诺和保证。certification organization can not be completed on time rectification, the company as its infringement, suspend its certification, and require the organization to make a commitment to eliminate the impact of the commitment and guarantee.

c. 当问题严重时，乙方将撤销其认证资格，并采取适当的法律手段。when the problem is serious, the company will revoke its certification and take appropriate legal means

d. 获证组织使用认证标识前，应将使用方案提交乙方管理部备案。并应接受乙方审核组对认证证书和认证标识使用的符合性的现场检查。存在不符合时，按要求予以整改。certification organizations to use the certification mark, the use of the program should be submitted to the management department for the record. And shall be subject to the on-site inspection of the conformity of the certification and certification marks used by the company's audit team. In case of non conformity, rectification shall be made as required.

1. 获证组织注册的名录及情况在我司官方网站上公示。the organization of the registration list and the situation in the official website.

六、甲乙双方须遵守本合同内容，或甲乙双方任意一方违约，须对对方支付证书三年有效期内二次监督审核总费用的30%；Party A and Party B shall abide by the contents of this contract, or either Party A and Party B shall be liable to pay 30% of the total cost of the audit within the valid period of two years;

七、争议处理Dispute settlement

依据《中华人民共和国合同法》的规定制定本合同，在合同履行过程中发生争议，双方应当协商解决，如达不成协议，可以选择甲方所在地人民法院诉讼解决。According to the provisions of the "People's Republic of China contract law" formulation of the contract, in the event of a dispute in the process of fulfilling the contract, the two sides should be resolved through consultation. If no agreement is reached, you can choose to - Party Arbitration Committee for arbitration; according to the judicial process.

八、本合同一式两份，自甲乙双方各自签字并加盖公章或合同章之日起生效，合同期限长期有效，当发生本机构文件《授予、拒绝、维持、更新、暂停、恢复或撤销、或扩大或缩小认证范围管理程序》规定的撤销情况时，本合同自动失效。This contract is in two copies, since the date of signature and seal，The contract period is long-term effective, only if the situation of withdrawing described in CCATS document 《Granting, maintaining, renewing, expanding, reducing, suspending or withdrawing of certification scope control procedure》occurred，the contract will become invalid automatically

九、本合同甲乙双方各持一份，具有同等的法律效力。合同执行中的未尽事宜，经双方协商一致后，签订补充协议。This contract is in two copies, since the date of signature and seal, each party holds a copy of the same legal effect. In the execution of the contract, the two parties agree to sign a supplementary agreement after the two sides have reached a consensus.

十、本合同采用书面中文起草和执行，可翻译其他语言。如果由于语言差异产生的任何不一致或冲突，则以中文为准。

This agreement is written and executed in Chinese but may be translated into another language, In the event of any inconsistency or conflict between English version and Chinese version, the Chinese version shall always prevail.

**委托方/受审核方（甲方client）：（盖章seal）**

**法定代表人/委托代理人签字/日期legal representative signature/date：**

**联系电话tel： 传真fax：**

**通讯地址address：**

**委托方/受审核方（乙方c）：（盖章seal）**

**法定代表人/委托代理人签字/日期legal representative signature/date：**

**联系电话tel： 传真fax：**

**通讯地址address：**

**邮编： 税务登记证号：**

**开户行： 账号：**