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合同登记编号 Contract Registration Number:

# 管理体系认证合同

## Management System Certification Contract

委托方 Entrusting Party (甲方 Party A) :

审核方 Audit Party (乙方 Party B) :

依据《中华人民共和国民法典》《中华人民共和国认证认可条例》和国际认证认可规则的要求，商定由乙方为甲方提供认证服务，甲乙双方就认证服务的具体项目协商一致，在真实、充分地表达各方意愿的基础上，签订本合同，双方共同遵守履行 In accordance with the requirements of the PRC contract law, the National Certification and accreditation regulations of the People's Republic of China and the International certification and accreditation rules, agreed by party B for party A to provide certification services, both parties on the certification services of the specific project consensus, in a true and full expression of the wishes of the parties on the basis of the signing of this contract, the two sides jointly abide by the performance.

#### 一．管理体系认证项目的内容和要求 Contents and requirements of management system certification projects

1. 甲方按照 Party A bases on ☐ ISO9001: 2015; ☐ ISO14001: 2015; ☐ ISO45001: 2018 ☐ 其它 others\_\_\_\_ 标准建立管理体系，乙方依据上述标准对甲方进行认证审核 standard to establish management system, Party B will conduct an audit for party A according to the standard above.

2. 甲方拟认证的管理体系覆盖的生产、经营和服务的活动范围（颁发认证证书的范围将以乙方认证决定后正式确认的范围为准） Production, business and service activity scopes covered by management system of party A for certification (scope of issued certificate will be in accordance with the one after certification decision made by party B):

#### 3. 审核区域与场所 Audit area and site:

分公司 Branch company/分厂 branch factory/固定场所 main site 共 in all \_\_\_\_ 个，其中不在同一地点的现场有 of which sites not located at the same place \_\_\_\_ 个。

4. 甲方企业总人数 Total employee number of Party A \_\_\_\_\_

5. 甲方正在实施的全部临时现场（指正在施工建设或勘测、设计、监理、物业管理、房地产开发、安装等多现场单位）共 All additional sites implemented by party A (refers to the construction or surveying, design, supervision, property management, real estate development, installation and other units) in all \_\_\_\_ 处，请组织附上多现场清单或在建项目清单，如有虚假，责任由甲方和申请组织承担 organization should attach with list of multi-site or projects under construction, if there is any false, responsibility shall be borne by party A and applicant organization.

6. 甲方希望现场认证审核日期为 Date of on-site certification audit wished by party A \_\_\_\_\_，但以双方最终协商一致的时间为准。实施现场审核的具体时间，以甲方在乙方《审核计划》上的签字作为对合同履行的确认。如需预审核，预审核的时间至少比认证正式审核时间提前一个月。若初次或再认证审核需实施一、二阶段现场审核，一、二阶段审核时间应有适当的间隔，以确保甲方有足够时间在第二阶段审核前对第一阶段的发现问题进行整改，如果一、二阶段间隔较短或没有间隔，将可能导致第二阶段现场审核不能按期实施。因一方原因不能实施审核，责任方应提前七天书面通知对方 but the time of the final consensus of both parties shall prevail. Implementation of on-site audit of the specific time, to party A in party B "audit plan" signed as a confirmation of the contract performance. For pre-audit, pre-audit time is at least one month ahead of the official audit time. If the initial or recertification audit needs to implement stage one and two on-site audit, stage one and two audit time should be appropriate interval to ensure that party A has sufficient time to correct problems found in stage one before stage two audit, if the stage one and two interval shorter or no interval, will likely lead to the stage two of on-site audit cannot be implemented on schedule. The responsible party shall notify each other in writing seven days in advance due to the failure of the

party to implement the audit.

7. 认证类型 Certification type ☐ 初次认证 Initial; ☐ 再认证 Recertification; ☐ 其他 Others

8. 甲方申请获取的证书和标志 Party A applied certificate and logo:

☐ 质量管理体系 Quality management system; 认证标志: ☐ CNAS; ☐ 天佑唯; ☐ 其他: \_\_\_\_\_

☐ 环境管理体系 Environmental management systems; 认证标志: ☐ CNAS; ☐ 天佑唯; ☐ 其他: \_\_\_\_\_

☐ 职业健康安全管理体系 Occupational health and safety management systems; 认证标志: ☐ CNAS; ☐ 天佑唯; ☐ 其他: \_\_\_\_\_

☐ 其它管理体系 Other management system 认证标志: ☐ CNAS; ☐ 天佑唯; ☐ 其他: \_\_\_\_\_

9. 甲方管理体系覆盖的场所包括主体组织在内共 Party A management system covered sites including main site \_\_\_\_\_ 个场所, 各场所名称、地址及人数见《管理体系认证申请书》names of sites, addresses and headcounts see <Management system certification application form>, 需要发放 need to issue \_\_\_\_\_ 张证书 pieces of extra certificates.

## 二. 管理体系认证项目的实施 Implementation of management system certification projects

1. 乙方按认证程序对甲方进行认证审核, 在确认管理体系符合合同约定的审核依据后, 为甲方办理认证注册, 发放或换发管理体系认证证书。证书有效期为三年 Party B shall certify the party a according to the certification procedure, and after confirming the management system in accordance with the contract, the party A shall handle the certification and registration, issue or renew the management system certificate. Certificate is valid for three years.

2. 现场审核应在甲方管理体系覆盖的活动处于正常运行期间进行, 其中 The on-site audit shall be carried out during the normal operation of the activities covered by party A's management system, including:

1) 初次认证审核过程 (初审) 分两个阶段审核 (第一阶段和第二阶段) The initial certification process (initial audit) is

audited in two phases (stage I and stage II) ;

2) 监督审核: 初次认证后的第一次监督审核应在认证决定日期起 12 个月内进行。此后, 监督审核应至少每个日历年 (应进行再认证的年份除外) 进行一次, 且二次监督的时间间隔不得超过 12 个月 (季节性生产宜在生产季节监督审核)。Surveillance Audit: the first surveillance audit after the initial certification should be conducted within 12 months since the certification decision date. Thereafter, the surveillance audit shall be carried out at least once per calendar year (other than the year in which the recertification shall be certified), and two time intervals of surveillance shall not exceed 12 months (seasonal production should be supervised and reviewed during the production season).

3) 如果甲方的管理体系发生重大变更, 或发生了影响到其认证基础变更, 宜增加监督审核频次 If a major change in the management system of party A, or have affected its certification basis changes, it is advisable to increase the frequency of surveillance audit.

4) 再认证审核: 再认证审核应在认证证书三年有效期期满前进行 (甲方应至少在认证证书到期前 3 个月, 按照本合同要求提出申请、缴纳认证费用), 且审核中发现的不符合项甲方应在证书有效期内完成纠正和纠正措施且经乙方验证有效 Recertification Audit: Recertification audit should be conducted before the expiry of the three-year certification certificate period (Party A shall make the application, payment of certification fees at least 3 months before the expiration of the certificate, in accordance with the requirements of this contract), and party A shall complete correction and corrective actions during the validity of certificate and the effective verification by party B;

a) 当再认证审核启动时间晚于证书有效期届满日，则视为逾期，则按初次认证要求收取认证费用并实施审核 If the initiation time of the recertification audit is later than the expiration date of the certificate, it shall be deemed overdue. In this case, the certification fees shall be charged according to the requirements for initial certification, and the audit shall be carried out.

b) 如甲方未按期接受乙方的再认证审核，乙方将暂停甲方使用认证证书及标识 If party a fails to accept party B's RE certification review, Party B will suspend party A's use of certificate and identification;

c) 当甲方在获证后管理体系或其运作环境（如法律的变更）有重大变更时，再认证审核活动可能需要有第一阶段审核 When party A has a significant change in the management system or its operating environment (such as changes in law), the recertification audit activity may need to have the stage one audit.

5) 特殊审核：当甲方获证后申请扩大认证范围或乙方在调查投诉、对甲方体系的变更或认证暂停进行跟踪时，可能需要进行特殊审核。适宜时特殊审核可以与例行监督审核同时进行 Special Audit: When party A is certified to extend the scope of the certification or party B in the investigation of complaints, changes to the system of party A or certification suspended tracking, may need to carry out special audits. When appropriate, special audits can be conducted concurrently with routine surveillance audit.

### 三.认证服务费用及付费方式 Certification service cost and payment

1.甲方应向乙方交付以下费用（初审或再认证） Party A shall pay the following costs towards party B (initial or recertification audit)

1) 首次获取证书的费用 The cost of obtaining a certificate for the first time

a) 申请与注册费 Application and registration charge \_\_\_\_\_元

b) 初审审核费（初审包括两个阶段） Initial audit charge (including two stages) \_\_\_\_\_元

c) 中、英文证书副本 Chinese and English certificate copy \_\_\_\_\_元/套；其他国文 other languages

元/张

甲方为获取证书应交费用合计 Overall cost for party A in order to get certificate \_\_\_\_\_元

2) 保持证书的费用（监督审核） The cost of certificate maintenance (surveillance audit)

a) 监督审核费 Surveillance audit charge 每次 every time \_\_\_\_\_元

b) 证书费 Certificate Fee \_\_\_\_\_元

甲方每年应交费用合计共 Overall cost for party A every year \_\_\_\_\_元

3) 再认证获取证书的费用 The cost of obtaining a certification in recertification

a) 申请与注册费 Application and registration charge \_\_\_\_\_元

b) 审核费 Audit charge \_\_\_\_\_元

c) 中、英文证书副本 Chinese and English certificate copy \_\_\_\_\_元/套；其他国文 other languages

元/张

甲方为获取证书应交费用合计 Overall cost for party A in order to get certificate \_\_\_\_\_元

2. 初审费用付款方式 Initial audit cost payment

初审认证费用：若选择预审，请将总费用（审核费及证书费）的 50%在初审前付乙方；若不选择预审，请将总费用（审核费及证书费）的 50%在文件审核前付至乙方；在颁发报告和证书前，请将总费用的另 50%付至乙方。 Initial audit fee: If you choose pre-audit, please pay 50% of the total fee (examination fee and certificate fee) to Party B before pre-audit; if you do not choose pre-audit, please pay 50% of the total fee (examination fee and certificate fee) to Party B before document examination; before issuing the report and certificate, please pay the other 50% of the total fee to Party B.

3. 监督与再认证的费用付款方式 Surveillance and recertification cost payment

4. 监督与再认证的费用：甲方应在在年度监督/再认证审核的两周前，将年度监督/再认证费用与年度证书费

全款付至乙方。Surveillance and recertification fees: Party A should pay Party B the full amount of the annual surveillance/recertification fee and the annual certificate fee two weeks before the annual surveillance/recertification audit.

5. 如果甲方获证之后，管理体系发生变更（包括但不限于企业名称、地址、规模、管理体系覆盖的范围或人数的扩大和缩小等），实际费用会适当增减，具体金额按实际状况重新核算 If the management system changes after party A has been certified (including but not limited to the name, address, size, scope of the management system or the enlargement and reduction of the number of persons), the actual cost will be appropriately increased, and the specific amount shall be again accounted for in the actual situation.
6. 乙方派出的审核人员的食宿交通费用按实际支出由甲方承担 Party B's audit staff's accommodation and lodging transportation costs shall be borne by the party A in actual expenditure.

#### 四. 合同双方的权利和义务 Rights and obligations of the parties to the contract

##### 1. 甲方的权利义务 Rights and obligations of Party A:

###### 权利 Rights:

- 1) 有权在符合有关法律法规及相关要求的前提下，提出管理体系认证范围的要求（包括产品/服务/活动/场所） Have the right to put forward the requirements (including products/services/activities/venues) of the certification scope of the management system, subject to the relevant laws and regulations and related requirements.
- 2) 有权对乙方在认证服务过程或活动中的违规行为和认证审核结论提出申诉或投诉 Have the right to lodge a complaint or lodge a complaint against the breach of the certification service process or activities and the conclusion of the audit.

###### 义务 Obligations:

- 1) 遵守法律法规及认证的有关规定（见乙方提供的公开文件），按时交纳和承担各项费用，逾期交费按欠费总额每日 5‰向乙方支付违约金 Comply with the relevant provisions of the laws and regulations and certification (see the public documents provided by Party B), pay and bear all the fees on time, overdue payment of the total amount of arrears per day 5 to party B liquidated damages.
- 2) 甲方在提出管理体系认证申请时应同时按管理体系认证申请书要求提供认证申请的有关文件和资料（如：法律地位证明文件、资质证明文件等），且甲方必须保证所提供的文件和资料是真实合法的 Party A in the management system certification application should be at the same time according to the management system certification application requirements to provide certification application of the relevant documents and information (such as: Legal status Certificate, qualification documents, etc.), and party a must ensure that the documents and information provided is true and legal.
- 3) 为乙方进入现场审核做出全面合理安排（适用时，为接纳到场的观察员（如认可评审员或实习审核员）提供条件），包括向乙方提供为进行初次审核、监督审核、再认证所需要的形成文件的信息，开放审核人员所需进入的场所（保密区域应提前向乙方说明），提供充分的证据证明体系运行的有效性。初次审核应提供不少于 3 个月体系运行的有效证据，包括开展了有效的内审和管理评审（特殊行业体系运行需不少于 6 个月）。如在审核现场发现管理体系运行尚未超过 3 个月或者无法证明已超过 3 个月的，乙方将终止审核 To make a comprehensive and reasonable arrangement for party B to enter the on-site audit (when applicable, to provide the conditions for the admission of observers (such as accredited reviewers or intern auditors), including providing party B with the necessary documentation information for the initial audit, supervision, review and certification, Open audit personnel need to enter the site (confidential area should be described in advance to Party B), provide sufficient evidence to prove the effectiveness of the system operation. The initial audit shall



provide effective evidence of the operation of the system not less than 3 months, including effective internal audit and management review (special industry system operation needs not less than 6 months). If the audit site found that the management system has not been running for more than 3 months or cannot prove that more than 3 months, Party B will terminate the audit.

- 4) 保证管理体系有关信息的真实性、准确性（包括所提供相应法规要求的资质、企业人数和体系覆盖人数），因隐瞒管理体系覆盖的组织机构、人数、多场所数量及执法监管部门监查结果（发生时）等信息而导致审核人日不足、多场所抽样量不足、审核结果无效或认证证书失效，由此造成的损失由甲方承担全责，并承担对乙方造成的经济与名誉损失 Ensure the authenticity of information about the management system, accuracy (including the qualifications required to provide corresponding regulations, number of enterprises and the number of system coverage), as a result of concealing the management system coverage of the organization, number, number of places and law enforcement supervision of the results of monitoring (occurred) and other information, resulting in a lack of audit, multiple site sampling, The audit result is invalid or the certificate invalidation, the loss caused by party A shall bear the full responsibility, and bear the economic and reputation loss caused by Party B.
- 5) 申请管理体系认证之日起前一年内，甲方承诺未出现以下任何一种情况 Within one year prior to the date of application for Management system certification, party A undertakes not to have any of the following:
  - a) 其他认证机构做出过不推荐认证注册（初审）、不推荐再次认证注册或不推荐继续使用认证证书（监督）的结论 Other certification bodies have made not recommended certification registration (initial audit), do not recommend re-certified registration or do NOT recommend the continued use of certificate (surveillance) conclusions;
  - b) 其他认证机构做出过暂停认证证书或撤销认证证书的决定 Other certification bodies have made the decision to suspend or revoke the certificate of certification.

如果发生因甲方未如实申报上述信息导致认证证书出现无效而造成甲方的损失，则由甲方自行承担 If the result of the failure of party A to declare the above information and cause the loss of the certificate, the party A shall bear its own.
- 6) 甲方在获得证书后，应持续有效运行管理体系；应遵守认证认可相关法律、法规和规章，对国家认监委和地方认证监督管理部门实施的监督检查予以配合和协助，对有关事项的询问和调查如实提供相关材料和信息 After obtaining the certificate, party A shall continue to effectively operate the management system and shall comply with the relevant laws, regulations and regulations of the accreditation, cooperate with and assist in the supervision and inspection carried out by the National Commission and the local certification supervision and administration departments, and provide relevant materials and information to the inquiry and investigation of relevant matters truthfully.
- 7) 甲方在获得证书后，按乙方公开文件的要求正确使用认证证书、认证标志和有关信息并正确引用认证状态，不得、私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；只就获准认证的范围作宣传。管理体系认证证书暂停期间甲方不得以任何方式使用认证证书、认证标识或引用认证信息。管理体系认证证书如被撤销，甲方应立即停止使用任何引用认证资格的广告材料，并将证书归还乙方。如认证范围被缩小，甲方应修改相关的形成文件的信息 After obtaining the certificate, party A shall correctly use the certificate, certification mark and relevant information and correctly cite the certification status according to the requirements of party B's public documents, and may not make use of the management system certification and related words or symbols to mislead the public into thinking that their products or services have passed the certification; During the period of the suspension of the management system certificate, party A shall

not use the authentication certificate, authentication identification or reference authentication information in any way. If the management system certificate is revoked, party A shall immediately stop using any advertising material which is qualified by reference and return the certificate to party B. If the scope of certification is reduced, party A should modify the relevant information of the formation of documents.

- 8) 甲方获得认证后发生以下情况时，应在一个月内向认证机构通报，并接受乙方按照有关规定决定的特殊审核或现场验证，并支付乙方审核所发生的费用（包括审核人员的食、宿、交通等费用）  
When any of the following situations occur after Party A has obtained the certification, Party A shall notify the certification body within one month, and accept the special audit or on-site verification determined by Party B in accordance with relevant regulations. Party A shall also pay for the expenses incurred by Party B during the audit, including the food, accommodation, transportation costs, etc. of the audit personnel.
- a) 客户及相关方有重大投诉 Major complaints from customers and related parties;
  - b) 生产、销售的产品或提供的服务被市场监管部门认定不合格 Production, sale of products or services provided by the quality or market regulatory authorities to identify unqualified.
  - c) 发生产品或服务的质量安全、环境污染或者生产安全事故 Product or service quality safety, environmental pollution or production safety accidents;
  - d) 相关情况发生变更，包括：法律地位、生产经营状况、组织状态或所有权的变更；取得的行政许可资格的变更、强制性认证或其他资质证书变更；法人代表、最高管理者变更；生产经营或服务的工作场所的变更；管理体系覆盖的活动范围的变更、人数、多场所数量的变更；管理体系和重要过程的重大变更等 The relevant circumstances have changed, includes: legal status, production and management status, organizational status or ownership changes, the acquisition of administrative license qualification changes, compulsory certification or other qualification certificate changes, legal representative, top management changes, production operations or services of the workplace changes, management system coverage of the scope of activities change, the number of people , number of places, major changes in management systems and important processes, etc.
  - e) 出现与影响管理体系运行的其他重要情况 Other important situations that arise and affect the operation of the management system.
- 9) 接受乙方及相关认可机构安排的见证评审任务和必要的特殊审核，接受认证监管部门的非例行检查，接受认可机构直接对获证组织管理体系运行及受审核过程进行现场验证，并在见证评审或非例行检查或现场验证过程中给予必要的配合 To accept the witness review task and the necessary special audits arranged by party B and relevant authorized institutions. Accept the non-routine inspection of the certified Regulatory Department, accept the authorized institution to verify directly the operation of the certificated organization Management system and the audit process, and give the necessary cooperation in the process of witness review or non-routine inspection or on-site verification.
- 10) 如甲方的认证范围所覆盖的产品“仅限出口”，则应遵守中华人民共和国相关法律法规要求不能在国内市场销售，如在国内市场销售被当地行政部门查处，而导致乙方受到行政处罚等连带责任，则由甲方负全部责任，且乙方保留向甲方申诉赔偿的权力 If the products covered by the certification scope of party A are "export only", should abide by the relevant laws and regulations of the People's Republic of China cannot be sold in the domestic market, such as in the domestic market sales by the local administrative departments, and lead to party B is subject to administrative penalties and other joint and several liability, then the party a full responsibility, and Party B reserves the right to appeal to.

- 11) 再认证合同在证书三年有效期满前由于甲方的原因未能实施, 或未能在证书期满前完成不合格项的整改和提交证实性资料, 以确保完成认证批准, 由此造成的损失由甲方承担全责, 并承担对乙方造成的损失 Recertification contract in the validity of the certificate three years before the expiry of the reasons for the failure to implement, or failed to complete the certificate before the expiry of the rectification of unqualified items and the submission of confirmed information to ensure the completion of certification approval, the resulting loss shall be the responsibility of party A and bear the losses caused by.

## 2. 乙方的权利义务 Rights and obligations of Party B

### 权利 Rights:

1) 如果甲方没有按管理体系认证申请书中要求提供“认证申请的有关文件和资料”, 则乙方有权拒绝安排审核 Party B shall have the right to refuse to arrange the audit if party a fails to provide "relevant documents and information of the application for accreditation" in accordance with the management system certification application.

2) 有权依据相关法律法规和有关认证规定, 确定甲方认证注册范围; 决定是否给予甲方认证注册和颁发证书 Have the right to determine the scope of party A's certification and registration according to relevant laws and regulations and relevant certification provisions; Decide whether to give party a certification and certificate.

3) 有权依据甲方的违规行为, 做出暂停或撤销甲方认证注册资格, 收回证书的决定 Shall have the right to suspend or revoke the qualification of party A's certification and to recover the certificate in accordance with party A's breach of the Act.

4) 有权在甲方管理体系出现异常情况时, 适时地安排非例行的特殊审核; 其时间及费用由双方另行商定 Have the right to arrange non-routine special audits in the event of abnormal situation in party A's management system; the time and expense shall be agreed by both parties.

5) 甲方获准认证后, 如不按时支付年金、监督审核费及审核人员的差旅费用, 乙方有权暂停、撤销甲方的认证资格并要求甲方停止使用并退还相关的认证证书和认证标志 Party B shall have the right to suspend and revoke the qualification of party A and require party A to discontinue the use and refund of the relevant certification and certification mark, if it is not paid in time for annuity, surveillance audit fees and travel expenses of the auditor after certification.

6) 有权公布甲方的获准、暂停、注销和撤销认证状态 Have the right to disclose the status of approval, suspension, cancellation and revocation of party A.

### 义务 Obligations:

1) 严格遵守国家的法律、法规和认可机构的规定 Strictly abide by the laws and regulations of the country and the provisions of authorized institutions.

2) 按照认证程序、认证所依据的标准及本合同约定, 客观公正地为甲方提供认证服务 In accordance with the certification procedures, certification-based standards and this contract, provide certification services for party A objectively and fairly.

3) 严格保密承诺, 不得将甲方在经营、生产、技术、管理等方面的非公开信息以任何方式泄密给第三方。但下列情况除外 Strict confidentiality commitment, non-public information in the operation, production, technology, management of party A shall not be allowed to be disclosed to a third party in any way. Except in the following cases:

- a) 甲方已公开的信息 Information disclosed by party A;
- b) 得到甲方的书面同意 With the written consent of party A;
- c) 应法律要求时 When required by law;
- d) 应认证监管机构、认可机构或司法机关要求披露时 When disclosure is required at the request of the certification regulatory body, the accreditation body or the judicial authority.



4) 负责在有关媒体上发布甲方已获认证注册的信息 Responsible for releasing the information of party A's certified registration in the relevant media.

5) 认证要求发生更改时，书面通知甲方 When the certification requirements change, the written notice to party A.

6) 做出暂停、撤销认证证书的决定时，必须书面通知甲方，说明理由 When a decision to suspend or revoke a certificate is made, party A shall be notified in writing of the reasons.

#### 五. 合同的生效 Entry into force of the contract

1. 本合同一式两份，自甲乙双方签字盖章完成签署之日起生效，甲乙双方各执一份，具有同等的法律效力 This contract in two copies, since the signing of the signature of both parties signed by the date of entry into force, A and B both sides hold one, with the same legal effect.

2. 本合同执行期间，双方所有的正式信息均应以书面形式文件表达（允许使用传真件） All official information of both parties shall be expressed in written form during the execution of this contract (permission to use facsimile).

3. 本合同自签订之日起至获证后三年为一个有效期满，到期双方未提出异议，本合同自动延续；但甲方认证证书自然到期后，未重新接受审核、认证证书被撤销等情况除外。任何一方提前终止本合同须提前 30 日书面通知对方，经双方协商一致后方可终止 This contract from the date of signing to be a valid expiration of three years after the certificate, the two parties do not raise objections, the contract is automatically renewed, but the party's certification after the natural expiration, not to accept the review, the certificate was revoked, and so on. The early termination of this contract by any Party shall be notified to the other party in advance by 30th, and may be terminated by mutual agreement.

#### 六. 合同争议的处理 Treatment of contract disputes

本合同执行中所发生的争议，甲乙双方协商调解。协商调解不成，可依法定程序向乙方住所地有管辖权的人民法院提起诉讼 In case of any disputes arising during the execution of this contract, Party A and Party B shall negotiate and mediate. If the negotiation and mediation fail, either party may file a lawsuit with the people's court having jurisdiction in the domicile of Party B in accordance with the statutory procedures.

#### 七. 违约责任 Liability for breach of contract

1. 甲乙双方必须认真执行合同，如签订合同后一方不能履行合同时，双方应协商解决。由于单方面终止合同所产生的经济损失由责任方承担。发生不可抗力的情况除外（不可抗力应是法律上认可的）。乙方承担在认证审核活动中，由于公正性和有效性管理失控而产生的任何认证风险及由此带来的任何信誉、经济损失 Both parties must earnestly carry out the contract, if the party after the signing of the contract cannot perform the contract, the two sides should negotiate settlement. The economic losses arising from the unilateral termination of the contract are borne by the responsible party. Except where force majeure occurs (force majeure shall be legally sanctioned). Party B undertakes any certification risks and any credit and economic losses resulting from the loss of impartiality and effective management in the certification audit activities.

2. 甲方在认证资格被撤销或注销后违反合同规定，拒不退还认证证书的，视为违约，应当承担支付乙方壹万元人民币的违约金；仍然继续使用被撤销或注销后的认证证书/认证标志，除承担相应的法律责任外，应当承担支付乙方贰万元人民币的违约金 Party A shall violate the contract stipulations after the qualification is revoked or cancelled, if a refusal to refund the certificate is deemed to be a breach of contract, it shall bear the penalty of paying party B ten thousand RMB and continue to use the certificate/certification mark after being revoked or cancelled, and shall bear the liquidated damages twenty thousand RMB of party B in addition to the corresponding legal liability.

3. 甲方没有退还认证证书的相关书面凭证，视为『不退还认证证书』；甲方在认证证书被撤销或注销后仍

然在相关网站上公布认证证书，在相关宣传资料中印刷认证证书，视为『仍然继续使用被撤销或注销后的认证证书』 Party A does not refund the certificate of the relevant written documents, as "No refund of certification", the first party in the certificate is revoked or cancellation of the relevant web site after the publication of certification, in the relevant promotional materials printed certification, as "still continue to use the revocation or cancellation of the certificate."

4.甲方应向乙方如实提供认证申请资料，实事求是填写《认证申请书》。Party A shall truthfully provide the certification application information to the party B and fill out the application for authentication.

5.在证书有效期内，甲方发生以下情况时，甲方应立即向乙方通报以下情况 During the validity period of the certificate, party A shall immediately inform party B of the following circumstances:

- 1) 客户及相关方有重大投诉 Major complaints from customers and related parties;
- 2) 生产的产品或服务被执法监管部门认定不符合法定要求 Production of products or services provided identified unqualified by the quality or market regulatory authorities;
- 3) 相关情况发生变更，包括：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、管理者代表变更；生产经营或服务的工作场所变更；管理体系覆盖的活动范围变更；管理体系和重要过程的重大变更等 Changes in the relevant circumstances, including: legal status, production and management status, organizational status or change of ownership, acquired administrative license qualification, compulsory certification or other qualification certificate changes, legal representative, top management changes, production operations or service changes in the workplace, the quality management system coverage of the scope of activities change, quality management system and major changes in important processes;
- 4) 被有关执法监管部门责令停业整顿的 By the relevant law enforcement regulatory authorities ordered closure of the rectification;
- 5) 被地方认证监管部门发现体系运行存在问题的 The local certification authorities found that the system operation problems;
- 6) 持有的行政许可证明、资质证书、强制性认证证书等过期失效，重新提交的申请已被受理但尚未换证的 The Administrative License certificate, qualification certificate, compulsory Attestation certificate and so on have expired, the resubmit application has been accepted but the certificate has not been updated yet;
- 7) 持有的行政许可证明、资质证书、强制性认证证书等已经过期失效但申请未获批准的 The Certificate of Administrative license, qualification certificate, compulsory certification, etc. that have expired but have not been approved;
- 8) 被注销或撤销法律地位证明文件的 Cancellation or revocation of legal status certificate;
- 9) 拒绝配合认证监管部门实施的监督检查，或者对有关事项的询问和调查提供了虚假材料或信息的 Refusing to cooperate with the supervision and inspection carried out by the certification authority, or providing false materials or information for inquiries and investigations of related matters;
- 10) 出现重大的产品或服务等质量安全事故，经执法监管部门确认是获证组织违规造成的 The emergence of major products or services, such as quality and safety incidents, confirmed by the law enforcement authorities is a certified organization;
- 11) 发生其他违法违规行为的 Other violations committed;
- 12) 出现影响管理体系运行的其他重要情况的 Other important situations that affect the operation of the management system.
- 13) 如甲方违反诚信原则未及时向乙方通报以上情况，导致乙方未及时采取有效措施，致使乙方被国家认监委或地方认证监管部门处罚，甲方承担由此而发生的全部责任以及必须承担乙方为此而支付的各项

全部费用 If party A violates the principle of good faith in time to inform party B of the above situation, resulting in the party B does not take effective measures in time, resulting in party B by the State Commission or local Certification Supervision department punishment, party A shall bear all the responsibility for this and must bear all the costs incurred by Party B.

#### 八. 合同更改 Contract changes

在合同有效期内, 因合同一方提出变更合同条款时, 经双方协商一致后, 签署《合同更改补充协议》。补充协议中新条款生效后, 本合同中与其相抵触的条款失效 During the validity period of the contract, the Contract modification Supplementary Agreement shall be signed by both parties after the contract has been put forward by each party. After the new clause in the supplementary agreement comes into effect, the clause in this contract shall not be valid.

#### 九. 风险 Risks

1. 甲方建立的管理体系如: 达不到或不能持续满足标准要求; 产品/服务发生重大质量责任事故。产品/服务实现过程中不能符合或持续符合法律法规要求; 在国家认证认可行政监管机关、认可机构的监督抽查中不能满足要求时, 甲方将承担不能获得认证资格、被暂停或撤销认证资格的风险 The management system established by party A cannot meet the standard requirement, and the product/service has a significant quality accident. The Product/service implementation process cannot meet or continue to comply with the requirements of laws and regulations, in the national Certification and accreditation administrative supervision organs, authorized institutions of the supervision and inspection cannot meet the requirements, party A will not be eligible for certification, suspension or revocation of the risk of certification.
2. 甲方在合同期内隐瞒重要信息、提供虚假信息将承担不能取得认证证书及被撤销认证资格的风险, 并承担因此对乙方造成的风险 Party A will withhold the important information and provide false information during the contract period to bear the risk of not obtaining the certificate and the certificate of revocation, and bear the risk caused by the party B.
3. 乙方承担在认证审核活动中, 由于公正性和有效性管理失控而产生的风险 Party B undertakes the risk arising from the control of impartiality and effectiveness in the certification audit activities.

#### 十. 其它事宜 Other matters

1. 甲方须按《管理体系认证申请书》的要求提交有关资料, 供乙方评审 Party A shall submit relevant information to the party B for review according to the request of "Management system certification Application".

2. 甲方按《管理体系认证申请书》提交全部合格资料后, 乙方启动审核流程 After Party A submits all qualified materials in accordance with the Application for Management System Certification, Party B shall initiate the audit process.

3. 本合同如与现行的法律法规、规则有相悖处, 应以现行的法律法规、规则为准并及时修改, 甲乙双方均应遵照执行 If the contract is inconsistent with the existing laws, regulations and rules, it shall be subject to the existing laws, regulations and rules and shall be amended in a timely manner.

本合同未尽事宜, 甲乙双方可协商签订补充条款作为本合同的附件 If the contract is not done, both parties may negotiate the supplementary clause as the appendix of this contract.

委托方 Entrusting party (甲方 Party A) \_\_\_\_\_ 网址 Http \_\_\_\_\_  
通讯地址 Address \_\_\_\_\_ 省 Province \_\_\_\_\_ 市 City \_\_\_\_\_ 邮编 Zip Code \_\_\_\_\_  
联系人 Contact Person \_\_\_\_\_ 电话 Tel \_\_\_\_\_ 手机 Mobile \_\_\_\_\_ 传真 Fax \_\_\_\_\_  
邮箱 E-mail \_\_\_\_\_  
统一社会信用代码 Unified Social Credit Code \_\_\_\_\_



开户银行 Deposit Bank \_\_\_\_\_

帐号 Account \_\_\_\_\_

审核方 Audit party (乙方 Party B) 天佑唯萨尔认证（上海）有限公司

通讯地址 Address 上海市长宁区天山西路 1068 号 F 栋 310 室 邮编 Zip Code 200335

联系人 Contact Person \_\_\_\_\_ 联系电话 Tel \_\_\_\_\_ 手机 Mobile \_\_\_\_\_

开户名称 Deposit Name 天佑唯萨尔认证（上海）有限公司 E-mail \_\_\_\_\_

开户银行 Deposit Bank 中国建设银行股份有限公司上海临空支行

帐号 Account 31050174530000000624

甲方法定代表人或委托人：\_\_\_\_\_ 乙方法定代表人或委托人：\_\_\_\_\_

Party A legal representative \_\_\_\_\_ Party B legal representative \_\_\_\_\_

单位公章 Stamp: \_\_\_\_\_ 单位公章 Stamp: \_\_\_\_\_

日期 Date: \_\_\_\_\_ 年 Year \_\_\_\_\_ 月 Month \_\_\_\_\_ 日 Da \_\_\_\_\_ 日期 Date: \_\_\_\_\_ 年 Year \_\_\_\_\_ 月 Month \_\_\_\_\_ 日 Day